

SPLOŠNI POGOJI POSLOVANJA IN POTOVANJA SIMBA TRAVEL

1. Splošno

Ti Splošni pogoji poslovanja in potovanja urejajo razmerja med družbo oziroma podjetjem:

SIMBA Nik Razdevšek s.p.
Dalmatinova ulica 11, 1000 Ljubljana
(v nadaljevanju: Organizator, Agencija ali SIMBA TRAVEL)

in

vsako fizično ali pravno osebo, ki rezervira, naroči, kupi ali uporablja turistično storitev, izlet, paketno potovanje, prevoz ali drugo storitev iz ponudbe Organizatorja (v nadaljevanju: Potnik ali Naročnik).

Ti Splošni pogoji so sestavni del vsake ponudbe, programa, prijave, rezervacije, pogodbe, računa, voucherja ali drugega dokumenta Organizatorja, razen če je za posamezno storitev izrecno določeno drugače.

S prijavo, rezervacijo, potrditvijo ponudbe, podpisom pogodbe, plačilom akontacije ali celotne kupnine Potnik potrjuje, da je bil s temi Splošnimi pogoji seznanjen pred sklenitvijo pogodbe, da jih razume in da jih v celoti sprejema.

2. Področje uporabe in vrste storitev

Organizator lahko nastopa kot:

- organizator paketnega potovanja,
- organizator posamezne turistične storitve,
- organizator izletov in programov za zaključene skupine,
- organizator programov po meri,
- organizator prevoznih in spremljajočih turističnih storitev,
- posrednik pri prodaji storitev tretjih oseb.

Kadar Organizator nastopa zgolj kot posrednik, se za zadevno storitev poleg teh Splošnih pogojev uporabljajo tudi pogoji dejanskega organizatorja ali izvajalca storitve. V takem primeru je v ponudbi, programu, pogodbi ali voucherju jasno navedeno, ali SIMBA TRAVEL nastopa kot organizator ali kot posrednik.

Če so za posamezno storitev določeni posebni pogoji, imajo ti prednost pred temi Splošnimi pogoji, če so bili Potniku pravilno predstavljeni pred sklenitvijo pogodbe.

3. Predpogodbene informacije in sklenitev pogodbe

Organizator Potniku pred sklenitvijo pogodbe posreduje bistvene informacije o storitvi, zlasti o programu, glavnih značilnostih potovanja, ceni, pogojih plačila, odpovedi, posebnih zahtevah, morebitnih omejitvah in drugih pomembnih elementih storitve.

Pred pogodbene informacije, ki jih Organizator posreduje Potniku in se nanašajo na bistvene značilnosti storitve, so sestavni del pogodbe in se ne spreminjajo, razen če se stranki izrecno dogovorita drugače ali če zakon dopušča spremembo.

Pogodba se šteje za sklenjeno, ko Organizator potrdi rezervacijo oziroma prijavo in ko Potnik plača akontacijo ali celotno kupnino, kot je določeno v ponudbi, prijavnici, računu ali pogodbi.

Če Potnik opravi rezervacijo po telefonu, po elektronski pošti, prek spletnega obrazca ali na drug način komunikacije na daljavo, se šteje, da je pogodba veljavno sklenjena, če je bil Potnik predhodno seznanjen s temi Splošnimi pogoji in če je Organizator rezervacijo pisno potrdil.

Pisna ponudba, program potovanja, pogodba, račun, voucher, posebni pogoji in ti Splošni pogoji skupaj tvorijo celoten pogodbeni okvir med Organizatorjem in Potnikom.

Ustne informacije Organizatorja, prodajnega mesta ali partnerjev Organizatorja zavezujejo le, če so izrecno potrjene v pisni obliki.

4. Rezervacija, prijava in točnost podatkov

Potnik je ob prijavi dolžan navesti vse zahtevane podatke in predložiti vse dokumente, potrebne za pravilno izvedbo rezervacije in potovanja.

To velja zlasti za:

- ime in priimek, kot izhajata iz uradnega osebnega dokumenta,
- datum rojstva,
- državljanstvo,
- kontaktne podatke,
- podatke o posebnih potrebah,
- morebitne zdravstvene omejitve, kadar so pomembne za izvedbo storitve,
- podatke o dokumentih, kadar so ti potrebni za rezervacijo prevoza, nastanitve ali drugih storitev.

Potnik je v celoti odgovoren za pravilnost vseh posredovanih podatkov. Če Potnik posreduje napačne, nepopolne ali zavajajoče podatke, nosi sam vse stroške, posledice, izgube pravic, zamude ali škodo, ki zaradi tega nastane njemu, Organizatorju ali tretjim osebam.

Prijava Potnika je zavezujoča. Vsaka poznejša sprememba po potrditvi rezervacije se obravnava skladno s temi Splošnimi pogoji kot sprememba ali odpoved pogodbe.

5. Cena in obseg storitev

Cena vključuje izključno tiste storitve, ki so izrecno navedene v programu, ponudbi, pogodbi, računu ali voucherju.

Če ni izrecno navedeno drugače, cena praviloma ne vključuje osebnih stroškov, turističnih taks, kjer se te plačujejo posebej, napitnin, stroškov vizumov, cepljenj in posebnih dovoljenj, neobveznih izletov, dodatnih aktivnosti, doplačil za posebne tipe sob ali namestitev, stroškov dodatne ali posebne prtljage, stroškov posebne prehrane, stroškov zavarovanj in drugih storitev, ki niso izrecno navedene kot vključene.

Kadar program določa, da Potnik določene storitve poravnava neposredno na kraju samem, jih Potnik poravnava neposredno izvajalcu oziroma lokalnemu organizatorju. V tem delu Organizator odgovarja le, če je v pogodbi izrecno naveden kot organizator te storitve.

Vse cene so praviloma izražene v evrih. DDV je vključen, kadar je po veljavni zakonodaji obračunan.

6. Sprememba cene

Organizator lahko po sklenitvi pogodbe poviša ceno le, če je ta možnost določena v pogodbi, če pogodba vsebuje tudi pravico Potnika do znižanja cene v ustreznih primerih in če pogodba vsebuje način izračuna spremembe cene.

Povišanje cene je mogoče le kot neposredna posledica sprememb cen prevoza zaradi goriva ali drugih virov energije, sprememb davkov ali pristojbin za potovalne storitve, ki jih zaračunajo tretje osebe, ali sprememb menjalnih tečajev, pomembnih za konkretno potovanje.

Organizator mora Potnika o zvišanju cene obvestiti jasno, razumljivo in na trajnem nosilcu podatkov najpozneje 20 dni pred začetkom potovanja.

Če zvišanje cene presega 8 % skupne cene paketnega potovanja, lahko Potnik v razumnem roku, ki ga določi Organizator, sprejme predlagano spremembo ali odstopi od pogodbe brez plačila odstopnine. Če odstopi in ne sprejme nadomestnega paketa, mu Organizator vrne vsa plačila najpozneje v 14 dneh.

Če se pred začetkom potovanja znižajo stroški, ki so bili podlaga za izračun cene, ima Potnik pravico do ustreznega znižanja cene, pri čemer ima Organizator pravico odšteti dejanske administrativne stroške obdelave in jih mora na zahtevo tudi izkazati.

7. Plačilni pogoji

Če ni v ponudbi, programu ali pogodbi določeno drugače, Potnik ob prijavi plača akontacijo, preostanek kupnine pa najpozneje do roka, določenega v ponudbi, pogodbi ali računu.

Če je rezervacija opravljena v kratkem času pred začetkom potovanja, je Potnik dolžan ob prijavi plačati celoten znesek.

Če Potnik preostanka kupnine ne poravnava v dogovorjenem roku, se šteje, da je odstopil od pogodbe, Organizator pa lahko obračuna odpovedne stroške v skladu s temi Splošnimi pogoji.

Plačilo se šteje za izvršeno na dan, ko Organizator prejme sredstva na svoj transakcijski račun ali ko je plačilo pravilno izvedeno na drug dogovorjen način.

8. Posebne zahteve Potnika

Potnik mora vse posebne zahteve, želje ali okoliščine, ki bi lahko vplivale na izvedbo storitve, sporočiti že ob prijavi.

To velja zlasti za posebne prehranske zahteve, zdravstvene omejitve, zmanjšano mobilnost, želje glede sobe, ležišč, lokacije ali povezanih sob, prevoz posebne opreme, potovanje z mladoletnimi osebami in druge posebne potrebe.

Posebne zahteve Potnika, ki jih Organizator sprejme, morajo biti navedene v pogodbi ali drugem ustreznem pisnem dokumentu.

Organizator bo posebne zahteve posredoval izvajalcem, vendar njihove izpolnitve ne more jamčiti, razen če jih je izrecno pisno potrdil.

9. Prenos pogodbe na drugo osebo

Potnik lahko svojo pogodbo o paketnem potovanju prenese na drugo osebo, ki izpolnjuje vse pogoje za potovanje, če o tem Organizatorja obvesti na trajnem nosilcu podatkov v razumnem roku pred začetkom potovanja.

Če zakon ali narava storitve ne določata drugače, se za razumen rok šteje obvestilo najmanj 7 dni pred začetkom potovanja, razen če pogoji posameznih izvajalcev zahtevajo daljši rok.

Prenos je mogoč le, če ga dopuščajo narava aranžmaja in pogoji prevoznikov, hotelov, ladjarjev, zavarovalnic in drugih izvajalcev.

Prvotni Potnik in novi Potnik solidarno odgovarjata za plačilo preostale kupnine in vseh dejanskih stroškov prenosa.

Če prenos ni mogoč, se zahteva Potnika obravnava kot odpoved in nova prijava.

10. Odstop Potnika pred začetkom potovanja

Potnik lahko pred začetkom potovanja kadarkoli pisno odstopi od pogodbe.

Če ni za posamezni program, skupino, prevoz, ladjarja, hotel, letalsko vozovnico ali drugo storitev določeno drugače, veljajo naslednji standardni odpovedni stroški:

- do 30 dni pred začetkom potovanja: administrativni stroški 40 EUR na prijavo,
- od 29 do 22 dni pred začetkom potovanja: 20 % cene aranžmaja,
- od 21 do 15 dni pred začetkom potovanja: 40 % cene aranžmaja,
- od 14 do 8 dni pred začetkom potovanja: 60 % cene aranžmaja,
- od 7 do 3 dni pred začetkom potovanja: 80 % cene aranžmaja,
- 2 dni pred začetkom potovanja, na dan odhoda ali po začetku potovanja: 100 % cene aranžmaja.

Za aranžmaje za zaključene skupine, programe po meri, letalske aranžmaje, križarjenja, akcijske ponudbe, storitve s posebnimi odpovednimi pogoji ali storitve, kupljene po nepovratnih tarifah, lahko veljajo drugačni odpovedni pogoji. Ti imajo prednost, če so bili Potniku predstavljeni pred sklenitvijo pogodbe.

Če zakon za konkretno pogodbo zahteva, da so standardni odpovedni stroški razumni in utemeljeni, se zgornja lestvica uporablja kot vnaprej določena pogodbeno dogovorjena ocena stroškov, pri čemer lahko Organizator v posameznem primeru obračuna tudi nižje stroške, če so dejansko nižji.

Ne glede na zgornjo lestvico lahko Organizator zaračuna tudi dejanske stroške, če so ti višji od zneska po lestvici in če izhajajo iz storitev, ki so bile za Potnika že kupljene ali potrjene po nepovratnih ali omejeno vračljivih pogojih.

Če Potnik na potovanje ne pride, ga ne odpove ali ga odpove prepozno, nima pravice do vračila.

11. Odstop Potnika zaradi neizogibnih in izrednih okoliščin

Če se pred začetkom potovanja v kraju potovanja ali v njegovi neposredni bližini pojavijo neizogibne in izredne okoliščine, ki bistveno vplivajo na izvedbo turističnega paketa ali na prevoz Potnika v kraj potovanja, lahko Potnik od pogodbe odstopi brez plačila odstopnine in je upravičen do povračila vseh plačil. V tem primeru nima pravice do dodatne odškodnine.

Splošen subjektivni občutek nelagodja, osebni razlogi Potnika, sprememba njegovih želja, pomanjkanje snega, slabša vremenska napoved ali druge okoliščine, ki ne pomenijo pravno relevantnih izrednih okoliščin, same po sebi ne pomenijo podlage za brezplačen odstop od pogodbe.

12. Zavarovanje odpovedi

Če Organizator omogoča sklenitev zavarovanja odpovedi pri zavarovalnici, lahko Potnik to zavarovanje sklene ob rezervaciji oziroma najpozneje takrat, ko to dopuščajo pogoji zavarovalnice.

Zavarovanje odpovedi ni vključeno v osnovno ceno, razen če je to izrecno navedeno.

Za obseg kritja, izključitve, postopek prijave škode in odločanje o škodnem primeru veljajo pogoji zavarovalnice. Organizator ne odloča o izplačilu zavarovalnine in za odločitev zavarovalnice ne odgovarja.

13. Odpoved ali sprememba s strani Organizatorja

Organizator lahko odstopi od pogodbe pred začetkom potovanja, če se ne prijavi najmanjše potrebno število Potnikov, določeno v programu ali ponudbi, če zaradi neizogibnih in izrednih okoliščin ne more izvesti pogodbe ali če nastopijo druge okoliščine, ki jih dopušča veljavna zakonodaja.

Če ni določeno drugače, Organizator Potnika o odpovedi zaradi premajhnega števila prijav obvesti najpozneje:

20 dni pred začetkom potovanja, če potovanje traja več kot 6 dni,

7 dni pred začetkom potovanja, če potovanje traja med 2 in 6 dni,

48 ur pred začetkom potovanja, če potovanje traja manj kot 2 dni.

V takem primeru je Potnik upravičen do vračila vseh vplačil, ni pa upravičen do dodatne odškodnine.

14. Spremembe pogodbe in programa

Pred začetkom turističnega paketa Organizator ne sme enostransko spremeniti pogodbenih pogojev, razen če si je to pravico pridržal s pogodbo, če je sprememba zanemarljiva in če o njej Potnika obvesti na jasen, razumljiv in viden način na trajnem nosilcu podatkov.

Če je Organizator pred začetkom potovanja prisiljen znatno spremeniti bistvene značilnosti storitev, ne more zagotoviti sprejetih posebnih zahtev Potnika ali predlaga povišanje cene za več kot 8 %, lahko Potnik sprejme spremembo ali odstopi od pogodbe brez odstopnine.

Med izvedbo potovanja lahko zaradi varnosti, vremenskih razmer, prometnih omejitev, delovnega časa objektov, ravnanj tretjih oseb, operativnih razlogov ali drugih objektivnih okoliščin pride do sprememb vrstnega reda programa, časovnice, poti, logistike, zaporedja ogledov, nastanitve v objektu enake ali višje kategorije ali uporabe nadomestnega prevoznega sredstva.

Če sprememba ne pomeni bistvenega odstopanja od pogodbenega obsega storitev, se taka sprememba ne šteje za kršitev pogodbe.

15. Odgovornost Organizatorja za izvedbo in neskladnosti

Organizator odgovarja za izpolnitev pogodbe o paketnem potovanju ne glede na to, ali vključene potovalne storitve izvaja sam ali jih izvaja drugo podjetje.

Potnik mora brez nepotrebnega odlašanja obvestiti Organizatorja o vseh neskladnostih, ki jih ugotovi med izvedbo potovalnih storitev.

Če posamezna potovalna storitev ni izvedena v skladu s pogodbo, mora Organizator neskladnost odpraviti, razen če to ni mogoče ali bi to povzročilo nesorazmerne stroške glede na obseg neskladnosti in vrednost prizadetih storitev.

Če Organizator ne odpravi neskladnosti v razumnem roku, jo lahko Potnik sam odpravi in zahteva povračilo potrebnih stroškov, kadar so za to izpolnjeni zakonski pogoji. Potniku ni treba določiti roka, če je potrebna takojšnja odprava ali če Organizator odpravo odkloni.

Če po začetku turističnega paketa Organizator ugotovi, da ne more zagotoviti znatnega dela potovalnih storitev, mora Potniku brez dodatnih stroškov ponuditi ustrezne nadomestne storitve. Če so te nižje kakovosti, mora ustrezno znižati ceno. Potnik jih lahko zavrne le, če niso primerljive ali je znižanje cene neustrezno.

Če neskladnosti znatno vplivajo na izvedbo turističnega paketa in jih Organizator ne odpravi v razumnem roku, lahko Potnik odstopi od pogodbe brez plačila odstopnine ter zahteva znižanje cene oziroma povrnitev škode, kadar je to ustrezno. Če je v turistični paket vključen tudi prevoz, mora Organizator v takem primeru brez dodatnih stroškov zagotoviti povratek z enakovrednim prevoznim sredstvom.

16. Nastanitev, kategorizacija in standardi

Kategorizacija hotelov, apartmajev, penzionov, ladij, kampov in drugih nastanitvenih objektov temelji na lokalnih oziroma nacionalnih standardih države, kjer se storitev opravlja, zato ni nujno primerljiva s standardi v Republiki Sloveniji.

Organizator za uradne kategorizacije ne odgovarja, razen če je izrecno navedeno, da gre za njegovo lastno oceno.

Če ni določeno drugače, so Potniki nastanjeni v standardnih sobah oziroma enotah, kot jih določa ponudnik. Dodatna ležišča so lahko pomožna in nižjega standarda od osnovnih ležišč. Posebne želje glede sobe, nadstropja, pogleda, lege, povezanih sob, zakonske postelje ali podobnega niso pogodbena obveznost Organizatorja, razen če so bile izrecno potrjene v pisni obliki.

17. Prevoz in točnost prevoznikov

Organizator ne odgovarja za zamude, odpovedi, spremembe voznega reda, spremembe tipa letala, ladje, avtobusa ali drugega prevoznega sredstva, kadar so te posledica ravnanj prevoznikov, operativnih razlogov, prometnih razmer, vremena, varnostnih ukrepov, stavk, omejitev zračnega prostora ali drugih okoliščin, na katere Organizator nima vpliva.

Pri letalskih, ladijskih, železniških, avtobusnih in drugih prevozi veljajo tudi pogoji posameznega prevoznika.

Prvi in zadnji dan potovanja sta praviloma namenjena prevozu do destinacije oziroma povratku in nista nujno namenjena polnemu turističnemu programu.

Če Potnik zamudi odhod, zbor, transfer ali drugo časovno določeno točko programa po lastni krivdi ali zaradi svojih logističnih odločitev, sam nosi vse posledice in dodatne stroške. V takem primeru ni upravičen do vračila neizkoriščenih storitev, razen če zakon določa drugače.

18. Prtljaga

Če ni izrecno navedeno drugače, prevoz prtljage poteka po pravilih posameznega prevoznika.

Organizator ne odgovarja za izgubo, krajo, poškodovanje, zamudo pri dostavi prtljage, izgubo dokumentov, dragocenosti ali drugih osebnih predmetov.

Potnik mora vse zahtevke zaradi izgube ali poškodbe prtljage uveljavljati neposredno pri prevozniku, hotelu ali drugem neposrednem izvajalcu storitve.

Pri letalskem prevozu mora Potnik nepravilnosti glede prtljage prijaviti takoj na letališču in izpolniti ustrezen zapisnik oziroma obrazec prevoznika.

19. Potni dokumenti, vizumi, carinski in zdravstveni predpisi

Potnik je sam odgovoren, da ima za potovanje veljaven osebni dokument, vizume, dovoljenja, soglasja za potovanje mladoletnih oseb, izpolnjene zdravstvene pogoje ter vsa potrebna dokazila.

Organizator lahko Potniku pomaga pri pridobivanju določenih dokumentov, vendar za uspeh postopka, odobritev vizuma, hitrost obravnave ali odločitev pristojnih organov ne odgovarja.

Če Potnik zaradi neurejenih dokumentov, neizpolnjenih vstopnih pogojev, zavrnitve na meji, zdravstvenih zahtev, carinskih omejitev ali drugih uradnih razlogov ne more nastopiti ali nadaljevati potovanja, nima pravice do vračila kupnine.

20. Zdravje, fizična pripravljenost in posebne potrebe

Potnik je sam odgovoren, da pred prijavo presodi svojo fizično, psihično in zdravstveno sposobnost za udeležbo na potovanju.

Če ima Potnik zdravstvene omejitve, kronične bolezni, zmanjšano mobilnost, posebne potrebe ali druge okoliščine, ki lahko vplivajo na varno in pravilno izvedbo potovanja, je dolžan o tem Organizatorja obvestiti pred sklenitvijo pogodbe.

Za osebe z omejeno mobilnostjo, nosečnice, mladoletnike brez spremstva in osebe, ki potrebujejo posebno zdravstveno pomoč, veljajo posebna zakonska pravila pri odgovornosti Organizatorja za nujno nastanitev, če zaradi neizogibnih in izrednih okoliščin ni mogoč povratek, če je bil Organizator o posebnih potrebah obveščen vsaj 48 ur pred začetkom paketa.

Organizator si bo razumno prizadeval upoštevati posebne potrebe Potnika, vendar ne more jamčiti storitev, ki presegajo realne možnosti izvajalcev ali naravo konkretnega programa.

Potnik, ki potrebuje stalno pomoč, asistenco ali spremljanje, mora potovati v spremstvu primerne odrasle osebe, ki je tega zmožna.

21. Mladoletne osebe

Mladoletne osebe se lahko udeležijo potovanja le pod pogoji, določenimi v programu, ponudbi ali veljavnih predpisih.

Če ni določeno drugače, mora biti Potnik, mlajši od 18 let, v spremstvu odrasle osebe oziroma mora imeti za potovanje vsa zahtevana soglasja in dokumente.

Za pravilnost, popolnost in veljavnost dokumentacije mladoletne osebe odgovarjajo Potnik, starši, skrbniki ali druge odgovorne osebe.

22. Vedenje Potnika in pravica do izključitve

Potnik je dolžan spoštovati zakonodajo države potovanja in tranzitnih držav, hišne rede nastanitvenih objektov, pravila prevoznikov, navodila vodje poti, spremljevalca, lokalnega vodnika ali predstavnika Organizatorja ter splošna pravila varnega in spoštljivega vedenja v skupini.

Če Potnik s svojim vedenjem ogroža sebe, druge Potnike, izvajalce storitev, premoženje ali potek programa, če je pod vplivom alkohola ali nedovoljenih substanc, če se vede nasilno, žaljivo, neprimerno ali drugače grobo krši pravila potovanja, ga ima Organizator pravico izključiti iz nadaljnega potovanja ali posamezne storitve.

V takem primeru Potnik ni upravičen do vračila kupnine ali povračila stroškov in sam nosi vse dodatne stroške, ki zaradi tega nastanejo.

Potnik odgovarja za vso škodo, ki jo povzroči Organizatorju, drugim Potnikom ali tretjim osebam.

23. Zaključene skupine in programi po meri

Pri potovanjih za zaključene skupine, programih po meri, korporativnih, šolskih ali drugih skupinskih aranžmajih se lahko uporabljajo posebni plačilni, odpovedni in izvedbeni pogoji, določeni v individualni ponudbi ali pogodbi.

Če je cena ponudbe za zaključeno skupino oblikovana na podlagi minimalnega števila udeležencev, se lahko v primeru manjšega dejanskega števila cena sorazmerno spremeni, če je bilo to v ponudbi jasno navedeno.

Naročnik skupine odgovarja za točnost vseh podatkov o udeležencih in za pravočasno posredovanje vseh potrebnih seznamov, razporedov, dokumentov in posebnih zahtev.

24. Storitve tretjih oseb in fakultativne aktivnosti

Kadar Organizator na destinaciji zgolj informativno predstavi dodatne izlete, aktivnosti ali storitve, ki jih neposredno organizira lokalni izvajalec ali druga tretja oseba, Organizator za izvedbo teh storitev ne odgovarja, razen če je izrecno naveden kot njihov organizator.

V takem primeru Potnik vse zahtevke, reklamacije in odškodninske zahtevke uveljavlja neposredno pri dejanskem izvajalcu storitve.

25. Reklamacije in grajanje neskladnosti

Potnik mora vsako nepravilnost, neskladnost ali pomanjkljivost takoj, ko jo zazna, brez nepotrebnega odlašanja sporočiti vodji potovanja, spremljevalcu, predstavniku Organizatorja, lokalnemu partnerju ali neposrednemu izvajalcu storitve, da se omogoči odprava nepravilnosti na kraju samem.

Če Potnik napake ne graja pravočasno, čeprav bi jo lahko, in s tem onemogoči ali oteži odpravo nepravilnosti, se to upošteva pri presoji njegovega zahtevka.

Potnik lahko zahteva znižanje cene ali povrnitev škode zaradi neskladnosti v dveh letih od nastanka neskladnosti.

Organizator obravnava le pravočasne, konkretne in utemeljene zahtevke.

26. Omejitev odgovornosti Organizatorja

Potnik lahko za obdobje, v katerem je obstajala neskladnost izvedenih potovalnih storitev s pogodbo, zahteva sorazmerno znižanje cene, razen če Organizator dokaže, da je za neskladnost odgovoren Potnik. Potnik ima pravico tudi do povrnitve škode, razen če Organizator dokaže, da je za neskladnost odgovoren Potnik, nepovezana tretja oseba, katere ravnanja ni bilo mogoče predvideti ali preprečiti, ali da je neskladnost posledica neizogibnih in izrednih okoliščin.

Organizator lahko v pogodbi omeji višino denarne odškodnine za škodo zaradi neskladnosti, vendar ta omejitev ne sme biti nižja od trikratnega zneska celotne cene turističnega paketa, razen za telesne poškodbe ter za škodo, povzročeno namenoma ali iz malomarnosti.

Če mednarodne konvencije, ki zavezujejo Republiko Slovenijo, omejujejo obseg povračila škode ali pogoje odgovornosti posameznih izvajalcev storitev, se iste omejitve uporabljajo tudi za Organizatorja.

27. Povratek in nujna nastanitev

Če zaradi neizogibnih in izrednih okoliščin ni mogoče zagotoviti povratka Potnika, kot je dogovorjeno s pogodbo, Organizator krije stroške potrebne nastanitve, ki je po možnosti enakovredne kategorije, za največ tri nočitve, razen če predpisi EU o pravicah potnikov določajo daljše obdobje. Organizator se pri tej obveznosti ne sme sklicevati na neizogibne in izredne okoliščine, če se zadevni prevoznik po pravu EU nanje ne sme sklicevati. Za določene posebej varovane kategorije potnikov ta omejitev ne velja, če je bil Organizator pravočasno obveščen o njihovih posebnih potrebah.

28. Zavarovanja

Če ni izrecno navedeno drugače, cena ne vključuje zdravstvenega zavarovanja v tujini, zavarovanja prtljage, zavarovanja odpovedi ali drugih dodatnih zavarovanj.

Organizator Potniku priporoča sklenitev ustreznega zdravstvenega zavarovanja z asistenco v tujini ter po potrebi zavarovanja odpovedi, prtljage in odgovornosti.

29. Fotografije, video posnetki in promocijska uporaba

Fotografije in video posnetki, ustvarjeni med potovanjem, se lahko uporabljajo za dokumentarne, arhivske in promocijske namene Organizatorja le v skladu z veljavno zakonodajo in ustrezno pravno podlago.

Če Organizator za promocijsko uporabo posnetkov potrebuje posebno privolitev Potnika, jo pridobi ločeno in na ustrezen način.

30. Varstvo osebnih podatkov

Organizator obdeluje osebne podatke Potnikov skladno z veljavno zakonodajo o varstvu osebnih podatkov, zlasti skladno z GDPR in veljavnimi predpisi Republike Slovenije.

Osebni podatki se obdelujejo za namen sklenitve in izvajanja pogodbe, rezervacij pri izvajalcih, komunikacije s Potnikom, izpolnjevanja zakonskih obveznosti, uveljavljanja pravnih zahtevkov ter drugih zakonitih namenov, opredeljenih v politiki zasebnosti.

Podatki se posredujejo izvajalcem storitev le v obsegu, ki je nujen za izvedbo potovanja.

31. Reševanje sporov

Za vse spore med Organizatorjem in Potnikom se uporablja pravo Republike Slovenije.

Stranki si bosta prizadevali spor rešiti sporazumno.

Če sporazumna rešitev ni mogoča, je za reševanje spora pristojno stvarno pristojno sodišče po veljavnih pravilih o krajevni in stvarni pristojnosti.

32. Končne določbe

Če se posamezna določba teh Splošnih pogojev izkaže za nično, neveljavno ali neizvršljivo, to ne vpliva na veljavnost ostalih določb, ki ostanejo v veljavi.

Organizator si pridržuje pravico do spremembe teh Splošnih pogojev. Za posamezno pogodbo veljajo pogoji, ki so bili objavljeni oziroma Potniku posredovani na dan sklenitve pogodbe.

Ti Splošni pogoji začnejo veljati dne **29.8.2025**.

Objavljeni so na spletni strani Organizatorja in so Potniku na voljo tudi na zahtevo v pisni ali elektronski obliki.

GENERAL TERMS AND CONDITIONS OF BUSINESS AND TRAVEL SIMBA TRAVEL

1. General

These General Terms and Conditions of Business and Travel govern the relationship between:
SIMBA Nik Razdevšek s.p.

Dalmatinova ulica 11, 1000 Ljubljana, Slovenia

(hereinafter: the Organizer, the Agency or SIMBA TRAVEL)

and

any natural or legal person who reserves, orders, purchases or uses a tourist service, excursion, package holiday, transport service or any other service offered by the Organizer (hereinafter: the Traveller or the Client).

These General Terms and Conditions form an integral part of every offer, program, application, reservation, contract, invoice, voucher or any other document issued by the Organizer, unless expressly provided otherwise for an individual service.

By applying, reserving, accepting an offer, signing a contract, paying a deposit or paying the full price, the Traveller confirms that they were acquainted with these General Terms and Conditions prior to entering into the contract, that they understand them and that they accept them in full.

2. Scope of Application and Types of Services

The Organizer may act as:

- an organizer of a package holiday,
- an organizer of an individual tourist service,
- an organizer of excursions and programs for closed groups,
- an organizer of tailor-made programs,
- an organizer of transport and related tourist services,
- an intermediary in the sale of third-party services.

Where the Organizer acts solely as an intermediary, the terms and conditions of the actual organizer or service provider shall also apply to the relevant service in addition to these General Terms and Conditions. In such case, the offer, program, contract or voucher shall clearly state whether SIMBA TRAVEL acts as the organizer or merely as an intermediary.

If special conditions apply to an individual service, such special conditions shall prevail over these General Terms and Conditions, provided that they were duly presented to the Traveller prior to the conclusion of the contract.

3. Pre-contractual Information and Conclusion of the Contract

Prior to concluding the contract, the Organizer shall provide the Traveller with essential information regarding the service, in particular the program, the main characteristics of the trip, the price, payment conditions, cancellation terms, special requirements, possible limitations and any other relevant elements of the service.

Pre-contractual information provided by the Organizer to the Traveller and relating to the essential characteristics of the service shall form an integral part of the contract and may not be altered unless the parties expressly agree otherwise or unless such change is permitted by law.

The contract shall be deemed concluded when the Organizer confirms the reservation or registration and when the Traveller pays the deposit or the full price, as specified in the offer, registration form, invoice or contract.

If the Traveller makes a reservation by telephone, email, via an online form or by any other means of distance communication, the contract shall be deemed validly concluded if the Traveller was acquainted with these General Terms and Conditions in advance and if the Organizer confirmed the reservation in writing.

The written offer, travel program, contract, invoice, voucher, special conditions and these General Terms and Conditions together form the entire contractual framework between the Organizer and the Traveller.

Verbal information provided by the Organizer, points of sale or the Organizer's partners shall be binding only if expressly confirmed in writing.

4. Reservation, Registration and Accuracy of Information

At the time of registration, the Traveller is required to provide all requested information and submit all documents necessary for the proper execution of the reservation and the trip.

This applies in particular to:

- first name and surname exactly as stated in the official identity document,
- date of birth,
- nationality,
- contact details,
- information regarding special needs,
- possible health restrictions where relevant to the performance of the service,
- document details where required for the reservation of transport, accommodation or other services.

The Traveller is fully responsible for the accuracy of all information provided. If the Traveller provides incorrect, incomplete or misleading information, they shall bear all costs, consequences, loss of rights, delays or damage resulting therefrom to themselves, the Organizer or third parties.

The Traveller's registration is binding. Any subsequent change after the reservation has been confirmed shall, in accordance with these General Terms and Conditions, be treated as an amendment or cancellation of the contract.

5. Price and Scope of Services

The price includes only those services expressly stated in the program, offer, contract, invoice or voucher.

Unless expressly stated otherwise, the price as a rule does not include personal expenses, tourist taxes payable separately, tips, visa costs, vaccinations and special permits, optional excursions, additional activities, surcharges for special room types or accommodation, extra or special baggage charges, costs of special meals, insurance costs and other services not expressly stated as included.

Where the program specifies that certain services are to be paid directly on the spot, the Traveller shall pay such services directly to the service provider or local organizer. In this respect, the Organizer shall only be liable if it is expressly stated in the contract that the Organizer is the organizer of such service.

All prices are generally stated in euros. VAT is included where required by applicable law.

6. Change of Price

The Organizer may increase the price after the conclusion of the contract only if such possibility is provided for in the contract, if the contract also provides the Traveller with the right to a price reduction in appropriate cases, and if the contract contains the method of calculation of the price change.

A price increase is permitted only as a direct consequence of changes in transport costs due to fuel or other energy sources, changes in taxes or fees for travel services charged by third parties, or changes in exchange rates relevant to the specific trip.

The Organizer must inform the Traveller of the price increase clearly, comprehensibly and on a durable medium no later than 20 days before the start of the trip.

If the price increase exceeds 8% of the total price of the package holiday, the Traveller may, within a reasonable period determined by the Organizer, accept the proposed change or withdraw from the contract without paying a cancellation fee. If the Traveller withdraws and does not accept a substitute package, the Organizer shall refund all payments within 14 days at the latest.

If, before the start of the trip, the costs forming the basis for the price calculation decrease, the Traveller shall be entitled to an appropriate price reduction, whereby the Organizer may deduct actual administrative costs of processing, which must be substantiated upon request.

7. Payment Terms

Unless otherwise specified in the offer, program or contract, the Traveller shall pay a deposit upon registration, and the remaining balance no later than by the deadline specified in the offer, contract or invoice.

If the reservation is made shortly before the start of the trip, the Traveller shall be required to pay the full amount upon registration.

If the Traveller fails to pay the remaining balance by the agreed deadline, this shall be deemed a withdrawal from the contract, and the Organizer may charge cancellation costs in accordance with these General Terms and Conditions.

Payment shall be deemed effected on the day the Organizer receives the funds in its transaction account or when the payment is duly made by another agreed method.

8. Traveller's Special Requests

The Traveller must communicate any special requests, wishes or circumstances that could affect the performance of the service already at the time of registration.

This applies in particular to special dietary requirements, health limitations, reduced mobility, wishes regarding room type, beds, location or connected rooms, transport of special equipment, travel with minors and other special needs.

Any special requests of the Traveller accepted by the Organizer must be stated in the contract or another appropriate written document.

The Organizer shall forward special requests to service providers, but cannot guarantee their fulfilment unless expressly confirmed in writing.

9. Transfer of Contract to Another Person

The Traveller may transfer their package holiday contract to another person who fulfills all conditions for the trip, provided that the Organizer is informed thereof on a durable medium within a reasonable time before the start of the trip.

Unless otherwise required by law or by the nature of the service, a notice given at least 7 days before the start of the trip shall be deemed a reasonable period, unless the conditions of individual service providers require a longer period.

A transfer is possible only if permitted by the nature of the arrangement and by the conditions of carriers, hotels, shipping companies, insurers and other service providers.

The original Traveller and the new Traveller shall be jointly and severally liable for payment of the remaining balance and all actual costs of the transfer.

If the transfer is not possible, the Traveller's request shall be treated as a cancellation and a new reservation.

10. Traveller's Withdrawal Before the Start of the Trip

The Traveller may withdraw from the contract at any time before the start of the trip by giving written notice.

Unless otherwise specified for an individual program, group, transport service, shipping company, hotel, airline ticket or other service, the following standard cancellation charges shall apply:

- up to 30 days before the start of the trip: administrative costs of EUR 40 per reservation,
- from 29 to 22 days before the start of the trip: 20% of the travel arrangement price,
- from 21 to 15 days before the start of the trip: 40% of the travel arrangement price,
- from 14 to 8 days before the start of the trip: 60% of the travel arrangement price,
- from 7 to 3 days before the start of the trip: 80% of the travel arrangement price,
- 2 days before the start of the trip, on the day of departure or after the start of the trip: 100% of the travel arrangement price.

Different cancellation conditions may apply to travel arrangements for closed groups, tailor-made programs, air packages, cruises, promotional offers, services with special cancellation terms or services purchased under non-refundable fares. Such conditions shall prevail if they were presented to the Traveller before the conclusion of the contract.

Where the law requires standard cancellation charges to be reasonable and justified for a particular contract, the above scale shall be used as a pre-agreed contractual estimate of costs, whereby the Organizer may in an individual case charge lower costs if the actual costs are lower.

Regardless of the above scale, the Organizer may also charge actual costs if these are higher than the amount under the scale and arise from services already purchased or confirmed for the Traveller under non-refundable or limited-refund conditions.

If the Traveller does not show up for the trip, fails to cancel it, or cancels it too late, they shall not be entitled to any refund.

11. Traveller's Withdrawal Due to Unavoidable and Extraordinary Circumstances

If, before the start of the trip, unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity which significantly affect the performance of the package holiday or the transport of the Traveller to the destination, the Traveller may withdraw from the contract without paying a cancellation fee and shall be entitled to a full refund of all payments made. In such case, the Traveller shall not be entitled to any additional compensation.

A general subjective feeling of discomfort, personal reasons of the Traveller, a change of mind, lack of snow, a poor weather forecast or other circumstances that do not constitute legally relevant extraordinary circumstances shall not in themselves constitute grounds for a cost-free withdrawal from the contract.

12. Cancellation Insurance

If the Organizer offers cancellation insurance with an insurance company, the Traveller may take out such insurance at the time of reservation or no later than within the time allowed by the insurer's terms.

Cancellation insurance is not included in the basic price unless expressly stated otherwise.

The scope of cover, exclusions, claim procedure and decision on the claim shall be governed by the insurer's terms and conditions. The Organizer does not decide on the payment of insurance benefits and shall not be liable for the insurer's decision.

13. Cancellation or Change by the Organizer

The Organizer may withdraw from the contract before the start of the trip if the minimum number of Travellers specified in the program or offer is not reached, if the contract cannot be performed due to unavoidable and extraordinary circumstances, or if other circumstances occur as permitted by applicable law.

Unless otherwise specified, the Organizer shall notify the Traveller of cancellation due to an insufficient number of participants no later than:

- 20 days before the start of the trip if the trip lasts more than 6 days,
- 7 days before the start of the trip if the trip lasts between 2 and 6 days,
- 48 hours before the start of the trip if the trip lasts less than 2 days.

In such case, the Traveller shall be entitled to a refund of all payments made, but shall not be entitled to any additional compensation.

14. Changes to the Contract and Program

Before the start of the package holiday, the Organizer may not unilaterally alter the contractual terms unless such right has been reserved in the contract, the change is insignificant, and the Traveller is informed thereof clearly, comprehensibly and prominently on a durable medium.

If, before the start of the trip, the Organizer is forced to significantly alter essential characteristics of the services, cannot meet the Traveller's accepted special requirements, or proposes a price increase of more than 8%, the Traveller may accept the change or withdraw from the contract without cancellation charges.

During the trip, changes to the order of the program, timetable, route, logistics, sequence of visits, accommodation in an establishment of the same or higher category, or the use of alternative means of transport may occur due to safety reasons, weather conditions, traffic restrictions, opening hours of sites, acts of third parties, operational reasons or other objective circumstances.

If such a change does not constitute a material deviation from the contractual scope of services, it shall not be deemed a breach of the contract.

15. Organizer's Liability for Performance and Lack of Conformity

The Organizer shall be liable for the performance of the package holiday contract irrespective of whether the included travel services are to be performed by the Organizer itself or by another undertaking.

The Traveller shall inform the Organizer without undue delay of any lack of conformity discovered during the performance of the travel services.

If an individual travel service is not performed in accordance with the contract, the Organizer must remedy the lack of conformity unless this is impossible or would entail disproportionate costs taking into account the extent of the lack of conformity and the value of the affected travel services.

If the Organizer does not remedy the lack of conformity within a reasonable period, the Traveller may remedy it themselves and request reimbursement of the necessary expenses, where the legal conditions for this are fulfilled. The Traveller is not required to specify a period if immediate remedy is necessary or if the Organizer refuses remedy.

If, after the start of the package holiday, the Organizer finds that a significant part of the travel services cannot be provided, the Organizer must offer the Traveller suitable alternative arrangements at no extra cost. If such alternatives are of lower quality, the Organizer must grant an appropriate price reduction. The Traveller may reject them only if they are not comparable or if the price reduction is inadequate.

If the lack of conformity substantially affects the performance of the package holiday and the Organizer does not remedy it within a reasonable period, the Traveller may terminate the contract without paying a termination fee and, where appropriate, request a price reduction and/or compensation. If transport is included in the package holiday, the Organizer must in such case ensure repatriation with equivalent transport at no extra cost.

16. Accommodation, Categorization and Standards

The categorization of hotels, apartments, guesthouses, ships, campsites and other accommodation facilities is based on the local or national standards of the country where the service is performed and may therefore not be comparable to the standards in the Republic of Slovenia.

The Organizer shall not be liable for official categorizations unless it is expressly stated that such categorization is the Organizer's own assessment.

Unless otherwise specified, Travellers shall be accommodated in standard rooms or units as determined by the provider. Extra beds may be auxiliary and of a lower standard than the main beds. Special requests regarding the room, floor, view, location, connected rooms, double bed or similar shall not constitute a contractual obligation of the Organizer unless expressly confirmed in writing.

17. Transport and Punctuality of Carriers

The Organizer shall not be liable for delays, cancellations, timetable changes, changes in aircraft type, ship, coach or other means of transport where these result from the acts of carriers, operational reasons, traffic conditions, weather, safety measures, strikes, airspace restrictions or other circumstances beyond the Organizer's control.

For air, sea, rail, coach and other transport services, the terms and conditions of the relevant carrier shall also apply.

The first and last day of the trip are generally intended for transportation to and from the destination and are not necessarily intended for a full tourist program.

If the Traveller misses a departure, meeting point, transfer or any other time-specific element of the program due to their own fault or their own logistical decisions, they shall bear all consequences and additional costs. In such case, they shall not be entitled to a refund for unused services, unless otherwise required by law.

18. Baggage

Unless expressly stated otherwise, baggage transport shall be subject to the rules of the individual carrier.

The Organizer shall not be liable for loss, theft, damage, delay in delivery of baggage, loss of documents, valuables or other personal items.

The Traveller must pursue all claims relating to lost or damaged baggage directly against the carrier, hotel or other direct service provider.

In the case of air transport, the Traveller must report baggage irregularities immediately at the airport and complete the relevant record or form of the carrier.

19. Travel Documents, Visas, Customs and Health Regulations

The Traveller is solely responsible for having a valid travel document, visas, permits, consents for the travel of minors, fulfilled health requirements and all necessary supporting documents.

The Organizer may assist the Traveller in obtaining certain documents, but shall not be liable for the success of the procedure, the issuance of a visa, the speed of processing or the decision of the competent authorities.

If the Traveller cannot start or continue the trip due to incomplete documents, failure to meet entry requirements, refusal at the border, health requirements, customs restrictions or other official reasons, they shall not be entitled to a refund of the purchase price.

20. Health, Physical Fitness and Special Needs

The Traveller is solely responsible for assessing, prior to booking, their physical, mental and health suitability for participation in the trip.

If the Traveller has health restrictions, chronic illnesses, reduced mobility, special needs or other circumstances that may affect the safe and proper performance of the trip, they must notify the Organizer before concluding the contract.

Special legal rules apply to the Organizer's liability for necessary accommodation in the event that repatriation is impossible due to unavoidable and extraordinary circumstances in respect of persons with reduced mobility, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that the Organizer was informed of such special needs at least 48 hours before the start of the package.

The Organizer shall make reasonable efforts to take account of the Traveller's special needs, but cannot guarantee services beyond the actual capabilities of service providers or the nature of the specific program.

A Traveller who requires constant help, assistance or supervision must travel accompanied by a suitable adult capable of providing such assistance.

21. Minors

Minors may participate in the trip only under the conditions specified in the program, offer or applicable regulations.

Unless otherwise specified, a Traveller under the age of 18 must be accompanied by an adult or must possess all required consents and documents for the trip.

The Traveller, parents, guardians or other responsible persons shall be responsible for the correctness, completeness and validity of the minor's documentation.

22. Traveller Conduct and Right of Exclusion

The Traveller must comply with the laws of the destination and transit countries, the house rules of accommodation facilities, the rules of carriers, the instructions of the tour leader, escort, local guide or representative of the Organizer, and the general rules of safe and respectful conduct within the group.

If the Traveller's conduct endangers themselves, other Travellers, service providers, property or the course of the program, if the Traveller is under the influence of alcohol or illegal substances, behaves violently, offensively, inappropriately or otherwise seriously violates the rules of the trip, the Organizer shall have the right to exclude the Traveller from further participation in the trip or in an individual service.

In such case, the Traveller shall not be entitled to any refund or reimbursement of costs and shall bear all additional expenses arising therefrom.

The Traveller shall be liable for all damage caused to the Organizer, other Travellers or third parties.

23. Closed Groups and Tailor-Made Programs

For trips for closed groups, tailor-made programs, corporate, school or other group arrangements, special payment, cancellation and performance conditions may apply, as specified in the individual offer or contract.

If the price for a closed group offer is based on a minimum number of participants, the price may be adjusted proportionally in the event of a smaller actual number of participants, provided that this was clearly stated in the offer.

The group client shall be responsible for the accuracy of all participant data and for the timely submission of all required lists, rooming arrangements, documents and special requests.

24. Third-Party Services and Optional Activities

Where the Organizer merely informs the Traveller at the destination about additional excursions, activities or services organized directly by a local provider or another third party, the Organizer shall not be liable for the performance of such services unless expressly stated as their organizer.

In such case, the Traveller shall assert all claims, complaints and compensation claims directly against the actual service provider.

25. Complaints and Notification of Lack of Conformity

The Traveller must report any irregularity, lack of conformity or deficiency immediately upon becoming aware of it and without undue delay to the tour leader, escort, representative of the Organizer, local partner or direct service provider, in order to enable rectification on the spot.

If the Traveller does not report the defect in due time, although they could have done so, and thereby prevents or hinders the rectification of the irregularity, this shall be taken into account when assessing their claim.

The Traveller may request a price reduction or compensation for lack of conformity within two years from the occurrence of the lack of conformity.

The Organizer shall consider only timely, concrete and substantiated claims.

26. Limitation of the Organizer's Liability

For the period during which the travel services were not in conformity with the contract, the Traveller may request an appropriate price reduction, unless the Organizer proves that the lack of conformity is attributable to the Traveller. The Traveller shall also have the right to compensation unless the Organizer proves that the lack of conformity is attributable to the Traveller, to a third party unconnected with the provision of the travel services and unforeseeable or unavoidable, or to unavoidable and extraordinary circumstances.

The Organizer may limit in the contract the amount of compensation payable for damage caused by lack of conformity, but such limitation may not be lower than three times the total price of the package holiday, except for personal injury and damage caused intentionally or through negligence.

If international conventions binding on the Republic of Slovenia limit the extent of compensation or the conditions of liability of individual service providers, the same limitations shall apply to the Organizer.

27. Repatriation and Necessary Accommodation

If, due to unavoidable and extraordinary circumstances, it is impossible to ensure the Traveller's return as agreed in the contract, the Organizer shall bear the cost of necessary accommodation, where possible of an equivalent category, for a maximum of three nights, unless EU passenger rights legislation provides for a longer period. The Organizer may not rely on unavoidable and extraordinary circumstances in this respect if the relevant carrier may not do so under EU law. For certain specially protected categories of Travellers, this limitation shall not apply if the Organizer was informed of their special needs in due time.

28. Insurance

Unless expressly stated otherwise, the price does not include health insurance abroad, baggage insurance, cancellation insurance or any other additional insurance.

The Organizer recommends that the Traveller take out adequate travel health insurance with assistance abroad and, where appropriate, cancellation, baggage and liability insurance.

29. Photographs, Video Recordings and Promotional Use

Photographs and video recordings created during the trip may be used for documentary, archival and promotional purposes by the Organizer only in accordance with applicable law and the appropriate legal basis.

If the Organizer requires the Traveller's specific consent for promotional use of such recordings, it shall obtain such consent separately and appropriately.

30. Personal Data Protection

The Organizer processes the personal data of Travellers in accordance with applicable personal data protection legislation, in particular the GDPR and the applicable regulations of the Republic of Slovenia.

Personal data are processed for the purpose of concluding and performing the contract, making reservations with service providers, communicating with the Traveller, fulfilling legal obligations, asserting legal claims and other lawful purposes as defined in the privacy policy.

Data are transmitted to service providers only to the extent necessary for the performance of the trip.

31. Dispute Resolution

All disputes between the Organizer and the Traveller shall be governed by the law of the Republic of Slovenia.

The parties shall endeavor to resolve any dispute amicably.

If an amicable solution is not possible, the competent court shall be the court having subject-matter and territorial jurisdiction in accordance with the applicable rules.

32. Final Provisions

If any provision of these General Terms and Conditions is found to be null, invalid or unenforceable, this shall not affect the validity of the remaining provisions, which shall remain in force.

The Organizer reserves the right to amend these General Terms and Conditions. For each individual contract, the terms and conditions published or provided to the Traveller on the date of the conclusion of the contract shall apply.

These General Terms and Conditions shall enter into force on **29 August 2025**.

They are published on the Organizer's website and are also available to the Traveller upon request in written or electronic form.