

Terms and Conditions - Dolina Soče d.o.o.

## CANCELATION POLICY FOR TOURS AND ACTIVITIES IN 2024

### PAYMENTS

Depending on the tour or activity we require a deposit or full payment upfront. Deposit may differ from activity, tour and trip, or other offering and it is communicated up front when making the booking. Deposit may span between 20% and 70% of total booking amount. When deposit is required the balance is due up to one day before the tour or activity starts. Payments via webpage bookings can be made by Credit Cards only. Details about Credit Card payments are available at the payment webpage.

### CANCELLATIONS & REFUNDS

100% refund is available when cancellation is made within 24 hours from the booking made.

50% refund if cancellation is made 7-14 days before the start date.

25% refund if cancellation is made 3-6 days before the start date.

No refund if cancellation is made less than 3 days before the start date. Additional administrative fees may apply when refunding which are deducted from the total amount of value to be refunded.

This cancellation policy is valid for online bookings and private groups of up to 20 travellers.

Bigger groups and individual arrangements include separate cancellation and refund policy.

If you have any doubts, questions, concerns, or feel the need to alter our cancellation policy contact us. There is always a solution that suits everyone. We are here to make your experiences as best as possible.

### TERMS AND CONDITIONS

The following terms and conditions define the relationship between you and Dolina Soče d.o.o., fully licensed tour operator and travel agency with the license Nr. 2566 issued by Chamber of Commerce and Industry of Slovenia.

Please read the terms and conditions carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them. In these terms and conditions, 'I', 'you', 'your', 'traveller' and 'client' mean all persons named on the booking (including anyone who is added or substituted at a later date). 'We', 'us' and 'our' mean Dolina Soče d.o.o.

These booking conditions apply to all booking made at [www.dolinasoce.si](http://www.dolinasoce.si) or [www.socavalley.com](http://www.socavalley.com) web pages and via any travel agent that sells tours executed by Dolina Soče d.o.o. These conditions apply to the arrangements which we agree to make, provide or perform. The service to be provided are the activities referred to in the booking confirmation you receive. All references in these booking conditions to "trip", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. References to "departure" mean the start date of these arrangements.

#### 1. PRICES AND RESERVATIONS

All our prices are in EUR. At the time of booking, we require a 20% deposit or full payment upfront depending on the activity and tour. The balance is due up to one day before departure.

When the deposit or full payment enters our account, you will get a written confirmation that the booking is confirmed. Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete. For all bookings through our website, we reserve the right to cancel them within 48 hours in case of availability issues.

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Dolina Soče d.o.o. charges Credit Card fees. The surcharges depend on the credit card issuer and we are not responsible for any charges or fees for credit card bookings of our trips.

#### 2. CANCELLATION POLICY

Cancellation of bookings must be notified to us by letter or email by you or the party leader as soon as possible. Your notice of cancellation will only be effective when it is received in writing by us. We strongly recommend purchasing cancellation insurance.

Dolina Soče d.o.o. reserves the right to cancel the trip anytime if we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control such as force majeure, the consequences of which we could not have avoided even with all due care. In this case, we will provide a safe alternative activity or other. Dolina Soče d.o.o. is not responsible for any incidental expenses or consequential losses that the client may have incurred as a result of the booking.

### 3. CHANGE TO YOUR CONFIRMED TRIP

Dolina Soče d.o.o. reserves the right to implement and execute any changes in the reserved itinerary. The itinerary is a guide to which we will attempt to adhere, but it may be necessary to alter this at short notice as a result of circumstances or events outside our control such as adverse weather or road conditions or any of those amounting to force majeure, or due to the operating conditions imposed by owners and operators of accommodation, facilities and transport or group dynamics. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control make this impossible. Should weather conditions involve you in extra costs such as accommodation, transportation and meals, these will be borne by mutual agreement between us. Dolina Soče d.o.o. may change the itinerary and the client's options in such cases (e.g., rescheduling, alternative tours, refunds ...).

### 4. TRAVEL INSURANCE

It is essential that you have adequate and appropriate personal and health insurance, a comprehensive travel insurance covering cancellations, medical expenses, and emergency evacuations covering the corresponding activities and loss of property, illness, injury or death. It is important to have adequate insurance which will cover cancellation costs from the date of booking as well as medical expenses (including evacuation and repatriation). It is your responsibility to ensure that insurance cover you purchase is suitable and adequate for your particular needs.

### 5. HEALTH

By booking our activities and trips you confirm that you are in good health, physically and mentally capable of undertaking all aspects of the trip, and unaware of any reason why you may be unsuited to taking part or may be likely to suffer illness or injury during the trip, taking into account its challenges and purposes. If you are unable to give for this confirmation for any reason or have any medical condition or disability which may affect your trip, you must contact us before you submit your application form so that we can assist you in considering the suitability of the trip for you. If any information given to us is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, depending on when we become aware of the true position. In this situation, we do not refund any payments done and we will not be responsible for any costs or expenses incurred as a result. We suggest you to consult a healthcare provider before participating in physically demanding activities.

### 6. PASSPORTS AND VISA REQUIREMENTS

The visa and passport requirements to enter Slovenia (European Union) vary according to the nationality of each traveller and may change at any time for reasons beyond our control. It remains the responsibility of each traveller to verify that he or she has the appropriate travel documents for his or her nationality. Dolina Soče d.o.o. is not liable for any expenses or costs arising from any traveller being prohibited from entering a country scheduled to be visited on a trip. Dolina Soče d.o.o. is not responsible for any costs incurred due to non-compliance with travel document requirements.

### 7. ACKNOWLEDGEMENT OF RISK

By booking our trips you acknowledge and accept all risks and facts stated below:

Activities and trips run by Dolina Soče d.o.o. and its partners/subcontractors (or related and affiliated companies and their employees, guides, instructors, drivers, officers, directors and agents) are intentionally designed to take clients 'off the beaten path', to places where facilities, infrastructure, and safety and other standards may not be sophisticated and may be different from those in your country.

Trips involve physical activity that can be demanding depending on the condition of the client and the risk of serious personal injury including permanent disability and death from accident, illness or the actions of other persons. Medical facilities and services may not be easily accessible and may not be sophisticated. Guests and clients may encounter other environmental dangers, such as falling and rolling rocks, sudden storms, lightning, blizzards, avalanches and flash floods. You might become lost or separated from your drivers, guides or instructors.

On self-guided trips and even on guided trips when the guide is not present, you are fully responsible for your safety, no matter what information was given to you by Dolina Soče office staff, the Dolina Soče self-guided materials or the guide instructions. The given information might be wrong, inaccurate, or miscommunicated.

You may be exposed to bacteria, viruses and diseases that are rare or unknown in your home country. You may encounter and be attacked by dangerous wildlife. There are also risks associated with the trips such as theft or loss of or damage to property. Some of the services provided in connection with the trips, including lodging, transportation, food service and local activities, are obtained from independent suppliers over whom Dolina Soče d.o.o. has no control.

You are ultimately responsible for your own safety. In the event of an accident or rescue the medical treatment may not be immediately available. Guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. You specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary and subjective perceptions that are subject to errors in judgment and cannot and should not be associated with fault at a later point in time.

Participant/releasor/guardian further warrants that neither participant/releasor/guardian, nor any guests and minor children in his/her charge, have any known medical condition(s) or disabilities incompatible with the safe participation in any or all of the activities participant/releasor/guardian has selected, and further described herein. Participant/releasor/guardian agrees to advise a staff member of any such medical conditions or disabilities so that the staff may assist in determining whether there is any reasonable accommodation(s) that may be made. A waiver signage may be required for some activities, tour or trips acknowledging the risks involved in the activities.

## 8. LIMITATION OF LIABILITY AND RELEASE

You are aware of the risks involved and you are voluntarily undertaking activities and trips offered by Dolina Soče d.o.o. You understand that whilst Dolina Soče d.o.o. will take every precaution to ensure your safety, Dolina Soče d.o.o. will not be held liable for any loss or damage suffered by any person and property as a result of their participation in any such activity.

You understand and have carefully considered the risks involved in taking an activity, a tour or trip of this nature. You accept those risks and assume full responsibility for any loss, injury or damage to you, your family, your friends or your dependents arising in connection with your participation, or the participation of members of your family or your friends, in the Trip. You have your own insurance appropriate to your needs in respect of such loss, injury or damage.

In consideration for Dolina Soče d.o.o. accepting you on activities and tours provided you agree that you will not sue Dolina Soče d.o.o., in respect of, and hereby forever release and discharge Dolina Soče d.o.o. on behalf of yourself, your parents, your heirs, your friends and other assigns, and your estate as follows from all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the activity or tour – including without limitation permanent disability or death; any emotional distress; any loss of services, financial support, aid consortium or companionship; any damage to or loss of property – in each case, even if caused, in whole or in part, by the conduct, including the negligence, of Dolina Soče d.o.o.

You further agree that you will indemnify Dolina Soče d.o.o. in respect of any claims for loss, injury or damage made by: i) your family members, your friends, dependents or heirs, or ii) third parties, which you, your estate, your family members or dependents have sued if damages are recovered from such third parties to the extent the third party claims and obtains complete or partial indemnification from Dolina Soče d.o.o.

If you are aware of a medical condition or disability which may interfere with the safe participation or enjoyment, and you are aware of a reasonable accommodation which may accommodate you, your children, your family and your friends in your charge, you agree to bring same to the attention Dolina Soče d.o.o. staff for consideration.

Weather conditions are very unpredictable. Most weather forecasts (especially on mobile devices) provide low levels of accuracy.

You agree that Dolina Soče d.o.o. are the trustee of the respective rights of Dolina Soče under this agreement. You intend that this Acknowledgment of Risk, Release and Indemnity, will be binding on all members of your family, your dependents, your estate, your heirs, successors and legal personal representatives. You agree that any claim or dispute arising out of or relating to this Acknowledgment of Risk, Release and Indemnity, or its interpretation, the Trip, or your relationship with Dolina Soče d.o.o. will be resolved exclusively in the courts of the Republic Slovenia and will be governed exclusively by Slovenian law.

Should Dolina Soče d.o.o. or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, you agree to pay for all such fees and costs.

## 9. COMPLAINTS

In the unlikely event that you have any reason to complain or experience any problems with your trip whilst away, you must immediately inform your trip guide or your trip designer and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our trip guide/trip designer and the supplier as soon as possible. If any complaint or problem is not resolved to your satisfaction by the trip guide, trip designer or supplier, you must contact us using the contact details we have provided you with during your trip, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 7 days of the end of your trip giving your booking reference and full details of your complaint. If we cannot solve the complaint, it will be resolved by the courts of the Republic Slovenia and will be governed exclusively by Slovenian law.

## 10. MARKETING

Our clients and guides are encouraged to take pictures during our trips. We will use the pictures for our marketing and promotion purposes on different websites and social media. By sending us your photos and videos you grant the use of this material for promotional purposes worldwide and do not expect any payment in return. Please note that photographs and footage will be taken throughout the activity, tour or trip. Please contact us if you have any concerns or if you wish to be exempted from this activity.

## 11. DOLINA SOČE WEBSITES

The information contained in Dolina Soče d.o.o. websites and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur and information may subsequently change. You must, therefore, ensure you check all details of your chosen trip (including the price) with us at the time of booking.

## 12. FORCE MAJEURE:

Dolina Soče d.o.o. reserves the right to cancel or change any trip, activity, or tour in the event of unusual or unforeseen circumstances beyond our control, also known as force majeure. This includes, but is not limited to:

- Natural disasters such as earthquakes, floods, hurricanes, wildfires, volcanic eruptions, and landslides.
- Severe weather conditions such as storms, blizzards, and other extreme weather events.
- Epidemics, pandemics, or any other public health crises, including but not limited to outbreaks of infectious diseases.

- Acts of terrorism, war, civil unrest, or any other similar events.
- Government actions, including changes in laws, regulations, or policies, border closures, or travel restrictions.
- Strikes, lockouts, or other labor disputes.
- Technical or maintenance problems with transport, machinery, or equipment.
- Delays or cancellations by transportation companies (e.g., airlines, bus companies) due to any of the aforementioned reasons.
- Any other unforeseen events that prevent the safe and efficient operation of the planned trip, activity, or tour.

In the event of a force majeure situation, Dolina Soče d.o.o. will make every effort to provide an alternative activity, reschedule the tour, or offer a full or partial refund, depending on the specific circumstances. However, Dolina Soče d.o.o. is not liable for any additional expenses incurred by clients as a result of such cancellations or changes, including but not limited to accommodation, transportation, meals, or other related costs.

By booking a trip, activity, or tour with Dolina Soče d.o.o., you acknowledge and accept the potential risks associated with force majeure events and agree to the terms outlined in this clause.

This expanded clause covers a wide range of potential disruptions and provides clarity on how such situations will be handled, ensuring both the company and clients are aware of their responsibilities and options.

### 13. BEHAVIOR AND CONDUCT:

All participants are expected to behave in a respectful and responsible manner during all activities and tours organized by Dolina Soče d.o.o. To ensure a safe and enjoyable experience for everyone, the following rules of conduct must be adhered to:

**Respect for Others:** Participants must respect the rights, privacy, and property of other travelers, guides, and local communities. Any form of harassment, discrimination, or inappropriate behavior will not be tolerated.

**Compliance with Instructions:** Participants must follow all instructions and guidelines provided by Dolina Soče d.o.o. staff, including guides, drivers, and activity leaders. This is essential for ensuring safety and the smooth operation of the trip.

**Safety Rules:** Adhere to all safety protocols and wear any required safety equipment during activities. Failure to do so may result in exclusion from the activity without a refund.

**Substance Use:** The use of illegal drugs is strictly prohibited. Consumption of alcohol should be moderate and should not impair your ability to participate safely in activities or disrupt the experience for others.

**Environmental Respect:** Participants are expected to follow Leave No Trace principles, respecting the natural environment by not littering, damaging vegetation, or disturbing wildlife.

**Health and Fitness:** Participants should be in good health and physically capable of undertaking the activities as outlined. Any known medical conditions or required medications should be communicated to Dolina Soče d.o.o. staff prior to the trip.

#### Consequences of Misconduct

Failure to adhere to the above behaviour and conduct guidelines may result in the following consequences:

**Warning:** Minor misconduct may result in a verbal or written warning from Dolina Soče d.o.o. staff.

**Immediate Removal:** For serious misconduct, including but not limited to harassment, violence, theft, or drug use, Dolina Soče d.o.o. reserves the right to immediately remove the participant from the activity or tour. In such cases, no refund will be provided, and any additional costs incurred as a result of removal will be the responsibility of the participant.

**Liability for Damages:** Participants will be held financially responsible for any damage or loss caused to property, equipment, or facilities as a result of their misconduct.

Reporting to Authorities: Any illegal activities will be reported to the appropriate authorities.

By booking a trip, activity, or tour with Dolina Soče d.o.o., you agree to adhere to these behaviour and conduct guidelines and accept the consequences of any misconduct.

This section clearly sets out the expectations for participant behaviour and the potential repercussions of failing to meet these standards. It ensures that all participants are aware of the importance of respectful and responsible behaviour, contributing to a safe and enjoyable experience for everyone involved.

#### 14: CHILDREN POLICY:

The suitability and participation requirements for children vary depending on the specific activity, tour, or trip offered by Dolina Soče d.o.o. The following points outline our general approach to children's participation:

Age Requirements: Each activity, tour, or trip may have specific age requirements or recommendations based on the nature and difficulty of the activity. These requirements will be clearly communicated at the time of booking.

Parental/Guardian Supervision: For most activities, children under a certain age must be accompanied by a parent or legal guardian. The specific age threshold will be provided for each activity.

Safety and Suitability: The safety and well-being of all participants, including children, is our priority. Certain activities may have physical or safety limitations that make them unsuitable for younger children. This information will be provided in the activity descriptions.

Health and Fitness: Parents or guardians must ensure that children are in good health and physically capable of participating in the chosen activity. Any specific health or fitness requirements will be detailed for each activity.

Special Requirements: Some activities may have additional requirements or restrictions for children, such as the need for specialized equipment or clothing. These will be specified at the time of booking.

#### Communication of Children Policies

The specific policies regarding the participation of children in each activity, tour, or trip will be communicated on our website and during the booking process.

If you have any questions or concerns about the suitability of an activity for your child, please contact us prior to booking. We are happy to provide additional information and help you determine the best options for your family.

By booking an activity, tour, or trip with Dolina Soče d.o.o., you acknowledge and accept the specific children policies communicated for that offering and agree to adhere to any requirements or restrictions specified.

This section ensures that clients are aware that children policies are specific to each activity and that they will be informed of these policies at the time of booking. It also encourages parents and guardians to reach out with any questions, providing clarity and helping to ensure the safety and suitability of activities for all participants.

#### 15. DATA PROTECTION:

Any customer data will be handled in compliance with GDPR or other relevant data protection laws.

#### 16. COMPANY DETAILS

Dolina Soče d.o.o., Zatoimin 27, 5220 Tolmin, Slovenia

VAT number: 69627746, Company ID: 3493563000