



MONSTERA TOURS

LUXURY • LGBT • SAILING

General Terms & Conditions

These terms and conditions are integral part of travel agreement/contract between tour operator Grand Cuvée Tours, Naj Tura d.o.o. (hereinafter: the Company) and the the buyer of goods or services (hereinafter: the traveller). These Terms and conditions shall become binding after the traveller has paid the full price of the travel arrangements or, alternatively, after s/he has paid a part of the price and provided full security for the payment of the remaining amount by specified date.

Traveller may book travel services at all Company's offices and authorized retail agencies by telephone, via the Internet or some other means of remote communication. Traveller shall give personal information and timely provide all documents needed to arrange travel service(s). The Traveller guarantees that s/he has provided Company with accurate and valid information as required in order to perform the service(s) 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 obligations broader than what is specified in the travel program itself.

1.Booking and payment

When making a reservation, the Traveller shall confirm it by paying 30% of the price (unless specified otherwise in the program). The remaining balance of the full price shall be paid not less than 8 days prior to the beginning of travel, or documents shall be provided which fully secure the payment of the total price by the balance due date. When making a reservation eight day before departure, the Traveller shall confirm it by paying 100% of the price (unless specified otherwise in the program).

2. Prices

Travel prices are published in travel programs, brochures and price lists, they 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.

3. Cancellation of travel arrangements by the Traveller

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

up to 30 days prior to departure	10% of the price
29-22 days prior to departure	30 % of the price
21-15 days prior to departure	40 % of the price
14-8 days prior to departure	80 % of the price
7-0 days prior to departure	100 % of the price
after departure	100 % of the price

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.

4. 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 reason(s), 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/catalogs or for erroneous data entry by its web-masters.

5. Travel documents

A valid passport 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 tour participant. No responsibility is accepted for loss of or damage to travel documents or any of passenger's belongings.

6. Accommodations

Hotel 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 12:00. Traveller needs to obey house rules, which can be different than standard policy

7. Health requirements

Tour participants should check with the consulates and local health boards for the latest health requirements.

No medical expenses will be covered for illnesses that occur prior to arrival or on the tour.

8. Baggage

Company shall not be liable for lost or damaged baggage.

9. 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.

10. 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.

11. 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.

12. Young travellers

Travelers under 18 years must be accompanied by an adult.

13. 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.

The Traveller agrees that Company may use his/her personal information for its marketing activities.

Mengeš, 19.8.2014