

# GENERAL TERMS AND CONDITIONS

for:

**Aleš Petrovčič s.p.**  
**Linhartova cesta 60**  
**1000 Ljubljana**  
**Tax identification number: SI 88817369**  
**ID number: 6094490000**

## 1. Preliminary provisions

The general terms and conditions (hereinafter T&C) represent the terms of sale and purchase of services, provision of services or organization of services. The T&C determine the rights and obligations of legal and natural persons that are involved as the provider or the buyer of services.

## 2. Provider of services

The provider of services is Vizit turizem d.o.o., storitve v turizmu, and its subcontractors. On economical, medical or business grounds, the provider reserves the right to subcontract the ordered service to other providers which will ensure the same service with the same terms. The provider carries out the services in accordance with the law and other criteria set by the Chamber of Crafts.

## 3. Buyer

The buyer can be a natural or a legal person. The buyer is also the payer. The provider divides the buyers into 4 categories:

- Natural person residing in the Republic of Slovenia,
- Foreign natural person,
- Legal person,
- Buyers that have a special contract with the provider: a cooperation agreement, an agreement on conveying services or an agreement for the provision of services (hereinafter contracting party).

## 4. Services

The provider divides the services into 4 categories:

- Category I: transports of persons on shorter distances in Ljubljana and its wider region, taxi-like transports
- Category II: transports of persons in Slovenia and abroad,
- Category III: trips in Slovenia and abroad from the Tasteful Tours selection,
- Category IV: private transports of persons to airports in Slovenia and abroad.

## 5. Transport order

The buyer can request the service through the company's official contacts. Natural persons can put in an oral or written order, whereas legal persons and contracting parties must file a written order. Exceptions are Category I transports which all buyers can order by telephone.

The order must contain all information that the provider needs to conduct a service in line with the buyer's wishes and with the law. The buyer must further provide all relevant information on any special needs of a passenger, other personal needs or circumstances that are needed for a successful execution of the transport. If the provider concludes that the buyer has not provided the relevant information which would enable the successful execution of the transport or that the execution of the of the transport would endanger the safety of the passengers or of the provider, the provider will not deliver the service.

## **6. Payment of service**

All services, except Category I services, have to be paid for in advance. The service is paid for once the full amount has been transferred to provider's bank account. The reservation of the service is confirmed once the service has been paid for. The buyer must pay for the service at least 24 hours beforehand. If the service has not been paid for, the provider is not required to perform the service. All the payment information is included on the pro forma invoice which the provider issues before the transport. The provider issues the receipt upon the completion of the service or 8 days upon the completion of service at the latest.

## **7. Cancellation of transport by the provider**

The provider can cancel the transport up to 5 days before the transport is supposed to take place. If the transport has already been paid for, the provider will return the full amount to the buyer's bank account 8 days after the cancellation at the latest.

The provider can also cancel a transport which is already in progress if it is determined that the passengers are endangering their own safety, the safety of the driver or the safety of other road users and/or if they are causing damage to the vehicle, equipment or other objects used by the provider.

The provider can also cancel the transport if it is determined that the buyer has not provided the relevant information which would enable the successful execution of the transport or that the execution of the transport would endanger the safety of the passengers or of the provider.

In cases described in the last two paragraphs, the provider will keep the payment, as it is determined in case of the cancellation by the buyer.

## **8. Cancellation of transport by the buyer**

The buyer can cancel the transport in case of a delay on the provider's part or if the buyer does not abide by other contractual provisions or by the T&C. The buyer must cancel the transport in writing by e-mail or verbally in case of a Category I transport. The buyer can cancel the transport up to 7 days before the transport is supposed to take place. In this case the provider will refund the full amount of the fare.

If the buyer cancels the transport:

- up to 5 days before the transport is supposed to take place, the provider will keep 5% of the fare,
- up to 48 hours before the transport is supposed to take place, the provider will keep 15% of the fare,
- up to 24 hours before the transport is supposed to take place, the provider will keep 25% of the fare,
- 24 hours before the transport is supposed to take place or later, the provider will keep 100% of the fare.

## **9. Obligations of the provider**

The provider is obliged to provide or organize the transport under the conditions determined in the T&C or other special provisions if they have been agreed upon with the buyer. The provider

undertakes to fully abide by the T&C of the transport, except in the case of unforeseen events, costs and force majeure. In case of a force majeure event occurs while the transport is already in progress, the provider will secure a suitable vehicle that will enable a successful completion of the transport. The provider can suggest a recommended departure time which serves as an unbinding suggestion for a punctual execution of the transport. In case of a delay that is not connected to unforeseen events or force majeure on the provider's part, the provider is in breach of the T&C and as such undertakes to refund part of the fare.

## **10. Obligations of the buyer**

The buyer must provide all information that could influence the successful, comfortable, safe, and punctual execution of the transport. If the buyer ordering the transport is not partaking in the transport, they must provide the transport information to the passenger(s). All passengers undertake to abide by the T&C. The buyer ordering the transport is obliged to cover any damage caused by the passengers through negligence or inappropriate behavior, as well as compensation for any potential loss of income suffered by the provider due to the vehicle being in a non-operational state.

## **11. Vehicle type**

The provider will execute the transports with Mercedes-Benz vehicles or with other vehicles if it is demanded by the buyer. If the latter are not appropriate due to the characteristics of the transport, the provider will use a different vehicle. The provider will inform the buyer about the change of the vehicle. The buyer can demand the transport is executed with a particular type of vehicle if the provider offers that type of vehicle as one of the options. The provider's vehicles can be equipped with GPS technology to ensure greater safety, quality, and cost overview.

## **12. Luggage**

Luggage space is limited, so there is a limit on how many pieces of luggage the passengers can take with them. Every passenger can have a smaller piece of luggage, measuring 58x35x24 cm, and a larger piece, measuring 73x54x28 cm. It is forbidden to carry any object or substance which is prohibited or which could endanger the safety of the passengers or which could damage the vehicle. If the passengers carry more pieces of luggage or a piece that is larger than allowed, the buyer has to inform the provider beforehand and in time, so that the provider can adapt the execution of the transport. The buyer must also inform the provider about any potentially fragile, breakable, or sensitive luggage.

## **13. Protection of personal data**

The provider undertakes to protect the personal data of the buyer and the passengers in accordance to the law.

### **Provider:**

**Aleš Petrovčič s.p.**

**Aleš Petrovčič, CEO**



Place and date:

Ljubljana, 29. 3. 2018