



Booking Terms and Conditions

1. General conditions

All bookings are made with **Zavod Symbiosis, socialno podjetje, (in English Institute Symbiosis, social enterprise)**, which is the company who owns the brand **Nature in colour**, under which our tours and trips are organised. Institute Symbiosis is a Slovenian-based non-governmental organisation, working in the field of nature conservation, education, and ecotourism. Institute Symbiosis is also a licenced tour operator, organising and carrying out our tours under license No. 1768, issued by the Slovenian Chamber of Commerce.

Institute Symbiosis, social enterprise, and Nature in colour will hereafter be referred to as “We” or “Us”. Visitors booking and making the payment for our tours will hereafter be referred as “Customers”. People participating in excursions and tours will hereafter be referred as “Participants”. The term “Tour arrangement” refers to the whole package of services provided under a certain trip or tour and is described in the tour program, and is sold together for a common price. Term “Tour” is used to describe both one-day trips and multi-day tours.

All the information provided on the website www.natureincolour.eu is, to the best of our knowledge or belief correct at the time of publication. We will advise you in advance of any changes that are fundamental to the tour or which we believe will affect your time with us.

By booking a tour with us, you agree to these Terms and Conditions and Privacy Policy. The services to be included in your package are those you find in your tour itinerary.

During our tours, we aim to see wild animals and plants. We are not training any of these animals to come to a specific spot. Species which we mention in tour descriptions and announcements are those which occur in the respective areas, but we cannot guarantee that we see all described species on each tour. Likewise, plants have distinct flowering seasons, and we will see different flowers in different seasons. Failing to see the species depicted on our photographs or described in our texts, cannot be used as a reason for making any claim for compensation for incomplete or poor performance of our services or liability claims. No claims for refunds can be made in this case.

These booking terms and conditions are forming part of the travel certificate as required by the Slovenian Consumers Protection Act. The data on the respective tour (itinerary, schedule, meeting point, description, and highlights) are provided to the customer on the page www.natureincolour.eu.

2. Guests in nature

On our tours, we are away from the city noise, and for many our participants the silence and quiet are an important part of the outdoor experience. We, therefore, ask you to be quiet and talk softly. Like this, we hear more sounds of nature and can detect singing birds and other wildlife.

During our tours, we are walking on larger or smaller trails. On our routes, we pass private land and vulnerable habitats. Participants are asked to follow the trails and step off trails only when this is permitted by the guide. Many animals and plants we observe are protected and should not be collected by participants.

Please note that smoking is not allowed during large part of our nature tours. Most of our participants are non-smokers and appreciate fresh air. If you wish to smoke during the tour, you can do so during breaks, but we ask you to stay well away from the non-smoking participants.

Children from 7 years of age onwards are welcome to join us on our tours, especially on one-day excursions. However, we ask parents to judge if children have the ability to walk the distance of the excursion and accommodate to the group setting. Please note that booking for children is only possible when at the same time booking for at least one adult, which then acts as their guardian.

We reserve the right to refuse participation of any person whose conduct or manner is likely to cause offence or upset to other participants. In such cases, the participation fee will not be refunded.

3. Booking and Payment

3.1 General Terms

Please note that some of the group tours we offer are prepared **in cooperation with other tour agencies** and in all those cases they act as the primary organisers. For those tours we can of course provide some additional information, but you **will make a booking with them and their terms and conditions apply**.

These booking conditions only apply to those where Institute Symbiosis is the primary organisers.

Our tours are running on a predefined schedule which is published on our web page www.natureincolour.eu. Reservations of our tours can be made via our booking form which we will send on your request made through the enquiry form on our web page. Your reservation is not guaranteed until you receive a confirmation from us. We accept reservations on the understanding that full payment has been/will be made by an international bank transfer. We reserve the right to cancel any reservations if the payment is not made by the dates set on the booking form.

Please note that all scheduled group tours are subject to a minimum number of bookings. You can find an up-to-date overview of availability status on the page <https://www.natureincolour.eu/group-tours-dates-availability/> On most of our tours, we guarantee departure when at least five bookings are achieved. The tour departure will be confirmed, or in the case of underbooking cancelled, no later than **eight weeks (56 days)** before the departure day. In case of cancellation from our side, our standard cancellation policy will apply, and you will receive a full refund. For those tours where flight tickets is not included in the price and you should arrange

it on your own, we suggest to wait with buying it until the tour is confirmed. No claims for refunds for the flight tickets can be made if the tour is cancelled more than 56 days before the departure date.

Once your booking is complete in all respects, we will issue you a booking confirmation and send it to the email address provided on the booking form.

Bookings become final when the full payment of the tour has been received, **which shall be not later than six weeks before the start of the tour.**

3.2 Price of the Tour Agreement

For tours which we organise independently of other tour agencies, the price is stated in every tour program and becomes valid with the day of the publication of each program. The price includes the services listed under "included in the price". Prices for all the arrangements are given in euros (EUR). All prices of our programs include value-added tax. The prices are fixed for the whole season but can be changed without prior notice for the next season.

3.3 Tour Timing and Meeting Point

By booking a tour with us, participants agree to arrive to and depart from the agreed meeting point by their own arrangement and at their own costs. It is the duty of the customer to pass the information on the meeting point to all participants for which he/she has made the booking. It is the obligation of the participants to be at the meeting point at the time of the booked tour.

The meeting point for multi-day tours is the accommodation where we will stay during the tour. International and national transport to the accommodation are the responsibility and on the costs of participants. In specific cases (e.g. when more participants arrive with the same flight), we may decide to arrange a meeting at an airport or a railway station. In this case, the transport costs from this meeting point onwards will be covered by us.

If, due to unforeseen circumstances (e.g. traffic, getting lost) you cannot reach us by the starting time, please contact us immediately to our contact mobile phone number +386 41 902 110. We will do every effort to adapt our program in such a way that we can meet you at the closest convenient point, without affecting the services to the other participants. Missing the whole or part of the tour due to your delay, regardless of reason, cannot be used as a reason for making any claim for compensation for incomplete or poor performance of our services or liability claims. No refunds can be made in this case.

3.4 Cancellations by the Participant

The participant may cancel his/her booking at any stage, provided that this is done in writing. In the case of cancellation, the following conditions apply:

(1) The customer may cancel the tour at no cost up to 56 days before the start of the tour. Cancellation should be sent to us in writing or by e-mail to the address info@natureincolour.eu. In this case, we will make a full refund of tour costs to the bank account of the customer. Please allow us five working days to process the bank transfer.

(2) The customer may also cancel the tour less than 56 days but not less than 14 days before the start of the tour. Cancellation should be sent to us in writing or by e-mail to the address info@natureincolour.eu. In this case, we charge half of the price of the tour agreement, which

covers accommodation, transport and other services for which previous reservation have been made. The remaining part of the tour costs will be refunded and transferred back to the bank account of the customer. Please allow us five working days to process the bank transfer.

(3) If the participant is cancelling the tour less than 14 days before the start of the tour, no refund can be made.

(4) The customer may transfer the booking to another customer up to 14 days before the tour if the transferee agrees to all conditions which may apply to the booking. Notification should be sent to us not later than 14 days before the start of the tour to info@natureincolour.eu. We do not charge any additional costs for this transfer, but we refund the tour cost only after the transferee has booked and a full payment of the tour has been received. Please note: if the transfer is made to fewer people than the number for which the booking has been made, we can not refund the difference. The change of passenger on the flight tickets should be arranged by the customer and transferee at your costs.

(5) If the participant for any reason does not show up on a meeting point at the specified time on the day of the booked tour, and no written cancellation was sent to us, no tour costs can be refunded.

3.5 Changes and cancellations by us

Since we are outdoor in nature, our tours are to a certain extent dependent on the weather. Weather circumstances are not a reason for cancellation and also cannot be a reason for making any claim for compensation for incomplete or poor performance of our services or liability claims. No refunds of tour costs can be made in this case.

At our tours, we are visiting nature areas where circumstances can change daily. Our exact routes might have to be adapted because some trails might be temporarily flooded or damaged or because of adverse weather conditions. The changed route will be planned in such a way that the contents of the program will not be compromised. Therefore, we will consider this a minor change of the program and will not accept any claims for compensation.

In the case of forecasted constant heavy rain or storms, we will propose an alternative program which may include visits to indoor exhibitions in museums, visits to caves and similar, at no additional costs to the customers. We may also propose alternative sites in different parts of Slovenia for part of the program if it is likely that the weather is more favourable there.

If we decide to cancel the entire tour, the customer will be informed as soon as possible through the e-mail provided at booking, as well as by telephone. It is the duty of the customer to inform all participants for which he/she has booked the tour.

In case the cancellation of the tour is made by us, you will receive a full refund of the tour costs. No other liability claims will be accepted as the weather is considered an unpredictable factor. The whole paid sum of tour costs will be transferred back to the credit card, which was used for payment. Please allow us five working days to process the bank transfer.

4. Privacy

The personal data you submit to us will be treated with the utmost care and respect, which is described in our Privacy policy, which is published on: <https://www.natureincolour.eu/privacy-policy/>. The personal data you submit to us will be treated with the utmost care and respect. Personal data includes customer's name, address, phone number and e-mail address and name, last name and birth date of all participants.

By making a booking, every participant gives us his/her permission to use photographs and videos made by us during the tours (the photographs and videos could include every participant) for promotional and commercial purposes.

5. Insurance

The prices of the tour arrangements, unless differently stated in the program, include basic accident insurance for the duration of the tour. This insurance covers accidents which happen during our tours. This is why, even for one-day excursions, you should provide full names and last names of all participants at booking. However, to make a valid claim, participants should inform the guide of any issues by the end of the tour. Later claims cannot be taken into account. Please contact us in case you would like to receive the full Terms and Conditions of our accident insurance by email. **Note that this insurance does not include health insurance, which means that the participants are responsible for taking care of their own health insurance.** When travelling abroad, it is recommended to get the health insurance with global coverage.

6. Liability

We promise to make sure that the tour arrangement we have agreed to make, perform or provide as applicable, are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your tour arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted tour arrangements. Please note that it is the responsibility of the customer or the participant to show that reasonable skill and care has not been used if you wish to make a claim against us. Also, we will only be responsible for what our employees, subcontracted guides and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (1) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- (2) the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or
- (3) 'force majeure' as defined in chapter 7. below.

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any other supplier

agrees to provide for you where the services or facilities are not advertised in our brochure or on our website, and we have not agreed to arrange them and any tour you purchase.

Please note, we cannot accept any liability for any damage, loss, expense or another sum(s) of any description:

(1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or

(2) which did not result from any breach of contract or other faults by ourselves or our employees or, where we are responsible for them, our suppliers.

Additionally, we cannot accept liability for any business losses.

The customer or participant must provide ourselves and our insurers with all assistance we may reasonably require. The customer or participant must also tell us and the supplier concerned about the claim or complaint as set out in clause 8. below. If asked to do so, the customer or participant must transfer to our insurers or us any rights against the supplier or whoever else is responsible for the claim or complaint (if the person concerned is under 18, their parent or guardian must do so). The customer or participant must also agree to cooperate fully with our insurers and us if our insurers or we want to enforce any rights which are transferred.

7. Force Majeure

We do not accept any liability for any loss, inconvenience or damage caused by war, a threat of war, riot or civil commotion, terrorist or criminal activity, industrial disputes, natural disasters, fires, illness, weather conditions, road traffic conditions, temporary technical, electrical or mechanical breakdown.

8. Reclamations or complaints

Every participant – holder of the tour agreement, has the right to the reclamation of unsuitable services. According to the Slovenian regulation on the Consumer Protection Act, **the participant has to inform of all the irregularities and deviations from the agreed and paid tour arrangement to the responsible person for the services** (whoever carries them out). Should the participant fail to do so, we cannot consider later written complaints.

The customer has to submit a written reclamation **no later than 60 (sixty) days after the end of the tour**. In case the participant has missed the legally determined deadline for the handing in the reclamation, we will not consider his/her complaint. Without a written reclamation we cannot consider the claims for the reduction of the price of tour arrangement or any other types of reimbursements and other claims.

We will not consider a group complaint, which would be signed by more participants – holders of the tour agreement, resulting from one reclamation claim.

To the written claim for the price reduction, reimbursement or other types of claims the participant needs to attach adequate confirmation, which will confirm the participants' claims, on the basis of which the participant is demanding the reimbursement (for example, confirmation of payment). If we hold the responsibility for non-realization of the program or a certain service, the participant is entitled to the reimbursement in amount of the real value of the non-realized services or according

to applicable regulations of the Consumer Protection Act, except in cases when we had the right to cancel the tour arrangement or change of tour program.

9. Final Provisions

We do not take any responsibility for the behaviour of participants and damage that participants would cause during the travel.

In the event of a dispute between the customer and us or the participant, the legal procedure is in the competence of the court in Ljubljana.

We reserve the right to change times, prices, payment, booking or discount conditions or to amend this privacy policy at any time.

Metulje, 15th November 2017