

General terms and conditions for tourist services provided by Fontus d.o.o.

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1. General terms

These General Terms and travel regulations are a component part of the »Travel Arrangement Agreement« between **Fontus** or its authorized agency and the **Client** that is placing a tourist arrangement order.

These General terms and conditions are valid for Travel Arrangements and other offers of programmes and services prepared and provided by Fontus and presented on its web pages, related internet links or in printed materials.

These General terms and conditions are valid for Travel Arrangements of other tour operators only when this fact is clearly stated in the individual Travel Arrangement. In case there is a difference between conditions stated in the Travel Arrangement and these General terms and conditions, the valid definition of terms and conditions is: "As stated in the programme – Travel Arrangement".

Typical terms used in these General Terms and Conditions are as follows:

Fontus is Fontus, organizacija potovanj, agencija in svetovanje d.o.o. (Fontus, tour organization & operation, tourist agency and tourism consulting d.o.o.), Ulica Zrinjskega 6, SI-3250 Rogaška Slatina, Slovenia, Europe.

Travel Arrangement is a combined set of services and/or products offered by Fontus. They are published on the web page www.fontus.si or in any other electronic or printed form. The content of the travel arrangement (i.e. specific set of products and services) is in accordance with every placed order from the client's side. Travel Arrangement is also a set of services and/or products individually designed to suit special

requests of the Client and are presented to the Client in written form.

Client is every individual person or legal entity, who places a valid order or makes a purchase and payment of a Travel Arrangement or other services offered by Fontus on the web page www.fontus.si, by electronic or other written ways of communication, in person by visiting the Fontus's office or other authorized point of sale where these General terms and conditions apply.

Authorized agency is a legal entity with adequate licence and business registration, which is active on the tourism and travel market and has signed a Business Cooperation Agreement with Fontus. This Agreement allows the authorised agency to represent Fontus on the market in the role of an authorised point of sale for Fontus's products.

Travel Arrangement Agreement is an original legal document signed by the Client and Fontus, which includes the list of all ordered and confirmed services - Travel Arrangements provided by Fontus. Travel Arrangement agreement can also be in the form of a written order placed from the Client's side and refers to the binding offer from Fontus. The Agreement is valid from the moment the payment conditions are realized, i.e. the financial part of the agreement is assured.

Voucher is a document with detailed information about the ordered services of the Travel Arrangement that is issued by Fontus and sent or given to the Client. Voucher is used as the Client's identification document at the suppliers' facilities (accommodation or other facilities, other services) and as evidence of ordered services of the Travel Arrangement.

Clients have access to these General Terms and Conditions on the web page www.fontus.si, in Fontus's office or in other authorized points of sale, where all Travel Arrangements by Fontus are distinctly marked.

It is understood that the Client is introduced to the provisions of these General Terms and Conditions and that he/she accepts them from the moment that the order for a Tourist Arrangement or other service provided by Fontus is placed by phone, internet, in the Fontus office or in an authorized point of sale.

2. Registration

The Client can register and book a Travel Arrangement provided by Fontus, on the web page www.fontus.si, in Fontus's office or at an authorized point of sale.

Registration is a successfully concluded process of registration on the web page www.fontus.si by electronic mail or in Fontus's office or at an authorized point of sale.

Any other form of order in oral or written form or an order on the basis of a contract is binding for Fontus and the Client, if all elements otherwise requested in the »Registration form« are provided. The "Registration form" is accessible on the web page www.fontus.si in the Fontus's office or at the authorized point of sale.

According to the recommendation of the Association of Slovenian Travel Agencies – ZTAS, Fontus charges a 15 EUR registration fee per registration form/voucher.

At the registration, the Client is obligated to state all requested information and provide all relevant documents that are needed for Travel

Arrangement to be realised and pay registration fee and cost of the reservation.

The Client is liable for all expenses or consequences that may occur because of incorrect information provided at the registration process.

Registration of the Client is binding for both parties. Client can withdraw the registration only in accordance with The Client's right to changes and cancellations in article 5 of these General terms and conditions.

According to Fontus's programme orientation, all Travel Arrangements offered on the web page www.fontus.si or in any other electronic or printed form, can be understood as arrangements »on request«, except where it is specifically otherwise stated.

On the basis of registration and after adjustments of all elements of the request, Fontus confirms the order. The confirmation is considered as signed agreement between Fontus and the Client and also serves as Confirmation of the reservation.

The Confirmation includes all the data about ordered services or a reference to a specific published Travel Arrangement where all included services are listed.

The order is confirmed and Agreement signed with the date of electronic or other written confirmation from the side of Fontus, on condition that the Client has made a payment according to the offer.

Confirmation of the registration – reservation is binding only if the financial payment was made according to terms of order confirmation.

3. Payment

On the basis of registration and order confirmation the Client is obligated to make payment in the defined time option and in the defined payment mode, according to the terms of order confirmation.

Valid payment options (modes) are listed on the web page www.fontus.si and in printed version in Fontus's office or at the authorized point of sale.

The Date of Payment is the day when the Client makes payment on the web page www.fontus.si or Fontus receives payment in the Fontus office or into Fontus's bank account.

A Registration fee and percentage of the value of the Travel Arrangement that the Client pays upon the day of order confirmation:

- a – is 30% of the value, if the booked service starts more than 30 days after the day of confirmation; the rest of the value is paid within the time frame specified in payment details of every particular Travel Arrangement.
- b – is 100 % of the value, if the booked service starts less than 30 days after the day of confirmation.

It is considered that the Client has withdrawn from the Travel Arrangement offer, if the payment is not made within the time frame specified in the offer confirmation.

In this case the articles of the General terms and conditions regarding registration and other costs are used. It is considered that the Travel Arrangement agreement between the Client and Fontus was not concluded.

It is also considered that the Client has withdrawn from the Travel Arrangement offer, if the payment of remaining part of the value of the Travel Arrangement is not made within

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the time frame specified in the offer confirmation. In this case article 5 (The Client's right to changes and cancellations of the Travel Arrangement reservation) of these General terms and conditions is used.

Provisions of this article (article 3 – Payment) is also logically used when the reservation and order of the Travel Arrangement or other service is made for the Client by an Authorized agency.

4. Rates - Prices

Prices are defined by the programme of the Travel Arrangement and are valid from the date of publication.

Fontus reserves the right to change the prices in accordance with the Code of Obligations and the legislation valid in the Republic of Slovenia.

Fontus informs the Client in case any changes in the price of the Travel Arrangement occur.

4.1 Services included in the price of the Travel Arrangement

As a rule, services that are included in the Travel Arrangement price are listed in the description of the arrangement programme and are in accordance with the order and reservation confirmation.

The price also includes the services of Fontus that are necessary for the preparation, organization or procurement of the Travel Arrangement.

4.2 Special, additional services

Certain Travel Arrangements offer special or additional services that can be ordered optionally. Fontus vouchers for those optional services only when they are ordered and paid during the reservation process.

The Client can order special, additional services in the destination where the Travel Arrangement takes place only when:

- The possibility for this kind of reservation/ordering is stated in the basic Travel Arrangement description;
- There is some kind of financial warranty for the service and
- The performance of this ordered service is in accordance with the published terms or the terms are previously harmonized between the Client, Fontus and the subject that carries out the service.

Fontus does not take any responsibility for the orders of additional services made by the Client in the destination where the Travel Arrangement takes place, if they are not the subject of the order – agreement between the Client and Fontus.

Eventual discounts and special benefits are mutually exclusive and can not be summed up. When there are several discount options, the Client selects the most suitable one, taking into consideration the discount approval criteria.

If not differently stated in the Travel Arrangement programme, the published prices are valid for one person with accommodation in a double bedded room.

5. Client's right to changes and cancellations of the Travel Arrangement reservation

5.1. Client's right to changes and cancellations– prior to the arrangement realization

The Client has the right to cancel or change the ordered and confirmed Travel Arrangement. Cancellation or changes have to

be made in written form and sent to Fontus by mail or other means of written communication (e-mail fax, etc.).

In this case Fontus has the right to charge cancellation costs. The date on which the written cancellation or change is received represents the basis of the calculation of the costs as follows:

- up to 30 days prior to the beginning date of the service (Travel Arrangement realization)– the costs of handling and other possible costs connected to the preparation of the arrangement, as stated in the Travel Arrangement offer, are charged to the Client;
- 29 to 22 days prior to the beginning date of the service – 20 % of the total value of the Travel Arrangement is charged to the Client;
- 21 to 15 days prior to the beginning date of the service – 30 % of the total value of the Travel Arrangement is charged to the Client;
- 14 to 8 days prior to the beginning date of the service – 50% of the total value of the Travel Arrangement is charged to the Client;
- 7 to 1 day prior to the beginning date of the service - 80 % of the total value of the Travel Arrangement is charged to the Client;
- On the date of the planned arrival or in the case of unannounced absence (i.e. »no show«) 100% of the total value of the Travel Arrangement is charged to the Client.

The amount of cancellation expenses of other tour operators is defined in their General terms or other legal document.

Cancellation expenses for the Group Travel Arrangements can be defined in a different manner and are regulated by a special contract or agreement.

In the case of services designed »On request«, Fontus can charge cancellation expenses in the amount of advance payment defined in the order or signed agreement for such services.

In the case of designing an "Individual Travel Arrangement", Fontus can charge cancellation expenses in the amount of advance payment and in the amount of actual costs which arose by the preparation of the arrangement and were defined in the order or signed agreement for such arrangement.

Irrespective of cancellation expenses defined above, cancellation expenses can be higher, when special costs of the Travel Arrangement organization and operation are defined by valid terms of sales and business partners.

Travel Arrangement cancellation has to be made in writing, on a special form that is published on the web page www.fontus.si, in Fontus's office or at the authorized agency. If Travel Arrangement cancellation was not made in the predefined format it is considered that the cancellation was not made.

5.2. Client's right to changes and cancellations– in the course of the Travel Arrangement realization

The Client can break a journey (cancel Travel Arrangement during its realization) of his own will by signing a **written Break of Journey Statement**.

In this case the Client loses the right to reimbursement of the value of Travel Arrangement services not used until the day of the break of journey, except when the Travel Arrangement programme description defines the situation differently.

The Client can change some elements of the Travel Arrangement during its realization only when Fontus or its authorized representative in the destination of Travel Arrangement gives a written consent to the changes. This usually includes the consent of the service suppliers and regulation of the financial coverage of the change.

The Client is obligated to inform Fontus in writing about the mutually agreed change in service even if the change is managed through an authorized representative. Written agreement must be sent to Fontus within 8 days after realization of the changed service.

The Client covers all the costs that may occur because of the service change.

The Client has no right to the reduction of the Travel Arrangement price or to the reimbursement, when the changes in the arrangement were made on the Client's request or in the case of force majeure and there are no issues about the arrangement realization from Fontus's side.

6. Compensation

Should the Client upon a reservation anticipate specific situations regarding him/her or his/her family which may cause him/her to cancel the Travel Arrangement, he can claim compensation.

The Compensation agreement is valid in the case of military service/recruitment, illness or death in the nuclear family and can be carried out if the Client submits appropriate written confirmation.

The Compensation represents 5 % of the value of the Travel Arrangement. The compensation in regard to the specific Travel Arrangement can be set differently or this possibility is not enabled.

The Client loses the right to reimbursement of the Value of the Travel Arrangement on the basis of the paid Compensation, if he/she does not start the Travel Arrangement on the set arrival date and the Travel Arrangement is not cancelled in advance.

Fontus has the right to charge all expenses resulting in Travel Arrangement realization and cancellation also when the Client cancels the Travel Arrangement because of the documented force majeure, which was not possible to predict or was not possible to avoid before Travel Arrangement agreement closure and has written confirmation about the event, but he/she did not pay the Compensation. Fontus reimburses the difference in the price to the Client.

It is not possible to submit a claim for compensation after the start date of the Travel Arrangement. The claim can not be submitted also for some portion of the Travel Arrangement services that were not used by the Client.

When a specific Travel Arrangement programme defines Compensation terms that are different from those stated in these General terms, the terms in the specific programme are valid.

7. Travel insurance

7.1. Cancellation insurance (risk of cancellation)

If the Client takes out cancellation insurance from any of the insurance companies, his/her right for the Compensation can be enforced by that insurance company according to their general terms and conditions.

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7.2. Travel insurance

The prices – rates of the Travel Arrangement do not include travel insurance »packages« such as - insurance against accidents and illnesses that may occur during the trip, damage or loss of luggage, health insurance or other kinds of insurance.

Signing a travel Agreement, which includes these General Terms, signifies that the Client has been offered and received recommendations for additional insurance mentioned in the previous article.

Should the Client request additional insurance, arrangements can be made at any insurance company or by Fontus itself wherein Fontus only acts as a mediator. Before buying insurance Fontus strongly recommends that each Client reads the terms and conditions carefully.

8. Cancellation or alteration of the Travel Arrangement

8.1. Cancellation or alteration of the Travel Arrangement

Fontus reserves the right to make changes or cancel the Travel Arrangement in the event of circumstances which cannot be predicted, avoided or removed and would otherwise represent a justifiable cause for Fontus not to publish and market that Travel Arrangement, if those circumstances were known at the time of publishing.

Fontus reserves the right to cancel the Travel Arrangement and other specific services that depend on exclusive service/product suppliers at least 5 days prior to the beginning/arrival date.

8.2. Cancellation or arrangement alterations due to the means of transport

Fontus is not liable for delays in air, water, railway or road transport systems as well as for the changes in the programme of the Travel Arrangement that are caused by those delays.

For the parts of the Travel Arrangement that were not realized due to delays mentioned above, the Client is not entitled to any kind of damages payment or an additional arrangement price reduction.

9. Travel documents and other obligations of the Client

The Client is obligated:

- To have valid travel documentation;
- To enquire whether or not he/she requires a visa for the destination country as well as neighbouring countries
- To respect and abide by all customs and foreign exchange regulations of the destination country as well as other countries through which he/she passes or resides. In the event that the Client is unable to continue the trip as a result of being in direct violation of these regulations, the Client is responsible for all related expenses;
- To have confirmation and documentation for vaccination against diseases and other medical documents as required by certain destination countries;
- To abide by house rules of the accommodation units as well as cooperate with the service providers in a well-intentioned manner;
- To give the document that confirms order and payment of service (Voucher or Electronic voucher - received by e-mail) to the representative of service/product provider upon arrival.

If the Client does not follow these regulations, he/she will be held responsible for any expenses or damages. By confirming a reservation, the Client is obligated to pay the service provider on the spot for any damage(s) he/she may have caused.

10. Loss of travel documents

If the Client loses travel documents or they are stolen from him/her during the Travel Arrangement and are vital for continuation of the travel, he/she is obligated to ensure new travel documents and cover all related expenses.

Fontus or its authorized representative can provide advice about the formalities needed to ensure new travel documents.

When the loss or theft of travel documents is the reason that the Client has to terminate the Travel Arrangement, he/she is entitled to only to the reimbursement of the portion of the Travel Arrangement value that remains after the coverage of all expenses caused by arrangement termination.

11. Baggage/Luggage

Fontus is not responsible for damaged, destroyed, lost or stolen property/valuables kept in the accommodation unit.

Lost or stolen property is reported to the accommodation provider or local police station. If available, Fontus recommends renting a safe.

Terms and conditions for the transport of luggage are regulated by the General terms of the transport provider (documents, prices, children's luggage, discounts, payment conditions, etc.). Those terms are also applied for luggage dimension limitations (number and weight of luggage pieces) and liability of the Client regarding luggage treatment and supervision during transportation.

12. Categorization and service description

The accommodation units on offer are described according to the official categorization of the authorized/qualified institution of the country where the units are located. Categorization is also based on the actual state of the unit at the time of the publication. Fontus has no influence upon unit categorization.

Regarding different categorization standards of accommodation units located outside EU or the Republic of Croatia, Fontus recommends that the Client selects accommodation units of a higher level, when this option is possible.

Fontus is not liable for any oral or written information from the authorized representative that is not in accordance with standards or service description published in Travel Arrangement programmes.

House rules, food, other services and terms of use of infrastructure are supervised by local tourist authorities. Fontus has no influence over these regulations.

It is necessary to carefully read the list of services provided in the Travel Arrangement defined as »all – inclusive«, as the range of services may differ from one provider to another.

13. Handling/filing complaints

The Client can file a written complaint when the quality of services provided was poor or below standard or the services were not realized.

The complaint has to be filed in written form. It can be filed by the Client himself/herself or by an authorized third person. Written authorization of the third person has to be enclosed with the complaint, otherwise Fontus will not handle it.

The complaint has to be justified, therefore the Client has to provide evidence in the form of a statement from the hotel or other service provider about the actual circumstances, which is the basis for the claim enforcement.

13.1 Complaint procedure

The Client can file a complaint with Fontus's representative or with the service provider representative during travel arrangement agreement execution i.e. in the course of travel arrangement realization.

The Client is obligated to cooperate with Fontus's representative as well as with the service provider in a well-intentioned manner so that the cause of the complaint can be resolved.

Should the Client not accept the proposed solution which corresponds to the description in the Travel Arrangement and paid services, Fontus will not take additional complaints into consideration and will not answer to filed written complaints.

If the problem is not resolved on the spot following an intervention, the Client cooperates with the authorized representative or service provider by forming a written statement about the problem.

According to the previous paragraph, it is regarded that possibility of factual errors as a rule does not exist in services included in the travel arrangement that could not be discovered in the course of travel arrangement realization.

The Client can file a complaint on the basis of the procedure, stated in the first four (4) paragraphs of this article, by writing a written complaint and sending it to the Fontus's business address by mail in legally defined time frame of two (2) months after the conclusion of the travel arrangement.

Fontus is obligated to respond to the Client within 8 days from the day the complaint was received or in the period of time reasonably needed for acquiring information about the complaint from the service provider.

Until a decision has been made by Fontus, the Client relinquishes the right to involve a third party, court or other institutions or to publicly disclose information.

Fontus shall take into consideration only the complaints which were not possible to resolve on the spot by the service provider.

If the content of the complaint shows that the problem could be resolved on the spot (such as – position, equipment, cleanliness of the room, etc.) and the Client did not file a complaint to the Fontus representative or service provider, it is considered that the Client agreed with such service and he/she lost the right to file a complaint for reduction of the price or payment of damages.

The Client has the right to receive compensation only for the services that were the subject of the complaint, when there was no possibility to resolve the problems on the spot and the fault for the Travel Arrangement services problems or failure was on Fontus's side. The compensation can be paid out only

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up to the real value of the services that were the subject of the complaint.

In cases where Fontus, according to these General terms and Conditions, has the right to change or cancel the Travel Arrangement, this provision is not valid (not applicable).

14. Use of personal information – protection and security

Fontus protects all personal information of the Client according to the Personal Data Protection Act of the Republic of Slovenia.

When the Client orders services (available online on the web page www.fontus.si or in printed materials) in person, by telephone, by e-mail or directly from the web page it is considered, that he/she has agreed to personal information processing – i.e. for internal and statistical analyses and Fontus's promotional offers.

Mail with promotional offers can be declined by the first purchase or cancelled later when the Client receives another promotional newsletter or offer.

15. Errors in catalogues, other printed materials or on the web pages

Fontus is not liable for printing errors in catalogues, other printed materials or on the web pages. If such errors occur the vendor informs the Client before placing the order.

16. Final clauses

In the case of a dispute, the competent court in Celje shall be called upon and authorized for its settlement.

Fontus d.o.o., Rogaška Slatina, on the 1st of May 2008

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