

GENERAL TERMS AND CONDITIONS

These Terms and Conditions govern the relationship between you and Jure Fajfar s.p..

By booking an activity and submitting a payment you agree to be bound by these Terms and Conditions. They affect your rights and designate the governing law and forum for the resolution of any and all disputes.

1. THE CONTRACT

Hereafter "Customers" or "Client" shall refer to the person or persons named in the booking, and Jure Fajfar s.p. as any person, organization or company that sells Jure Fajfar s.p. services through an agreement with Jure Fajfar s.p..

2. PAYMENT AND ACCEPTANCE OF BOOKING

All clients wishing to make a booking have carefully read and understand the Terms and Conditions.

For confirming any reservation, Jure Fajfar s.p. requests payment of nonrefundable deposit of 20% of the full booking value.

Full amount of the booking value needs to be settled before the beginning of the activity.

In case of non-payment of booked activity in accordance with this terms, Jure Fajfar s.p. keeps the nonrefundable deposit.

After the Client makes a reservation and pays the deposit, Jure Fajfar s.p. shall send to the Client via e-mail an invoice for the booked activity and activity certificate, which shall include substantial data of the activity program, as well as a copy of this terms and conditions.

Jure Fajfar s.p. reserves the right to decline any booking.

3. PERSONAL FITNESS AND MEDICAL CONDITIONS

Client is responsible for choosing a trip that fits his/her abilities, level of fitness and health.

At Jure Fajfar s.p. we invite Clients to contact us and we will be happy to discuss and recommend the most suitable activity/tour for a Client, based on their conditions, but we cannot carry a responsibility for their health.

When in doubt, Client needs to consult their physician before confirming any reservation for an activity with Jure Fajfar s.p.. All medications can and should be brought to activities and tours.

If any Client suffers from any conditions, physical, mental or otherwise, he/she is obligated to notify Jure Fajfar s.p. in writing prior to booking. Jure Fajfar s.p. reserves the right to decline a booking if said conditions pose a danger to any customer. Likewise, failure to notify Jure Fajfar s.p. of any such

condition may result in a denial of services to such customers.

Pregnancy is considered a medical condition and must be discussed with Jure Fajfar s.p. at the time of booking.

4. CHILDREN AND MINORS

The minimum age for Clients attending Jure Fajfar s.p. activities varies according to each activity. It is the Client's responsibility to determine the minimum age requirements according to each activity before requesting a booking from Jure Fajfar s.p.. However, Clients with young children, who have intention of engaging in activities with Jure Fajfar s.p., should consult Jure Fajfar s.p. before booking.

All minors (anyone under 18 years of age) must be accompanied by an adult, who is either their parent or legal guardian. All inquiries with respect to children and minors are subject to review and approval by Jure Fajfar s.p.. Jure Fajfar s.p. reserves the right to restrict the number of customers under the age of 18 on any activity.

5. CANCELLATION OF ACTIVITY BY THE CLIENT

Once a booking is made, significant expenses and commitments are incurred on your behalf. We can not offer any refunds if you are later forced to cancel for any kind of reasons.

The Client has a right to cancel the booked activity or tour. The Client must notify Jure Fajfar s.p. of any cancellations. Jure Fajfar s.p. will not provide discounts or refunds for missed or unused services, whether voluntary or involuntary.

All cancellations must be submitted in writing to info@outdoortribe.si. Your notification by phone is appreciated, however, your refund request will be processed according to a Jure Fajfar s.p. refund policy applying a date of your written cancellation.

Any activity with Jure Fajfar s.p. can be changed or canceled with the following fees:

- 100% refund if cancellation is received more than 10 days (240 hours) prior to activity.
- 80% refund if cancellation is received more than 3 days (72 hours) prior to activity.
- 0% (No) refund if cancellation is received less than 3 days (72 hours) prior to activity, or in case of no-show.

We strongly recommend purchasing cancellation insurance next to your travel insurance.

6. CANCELLATION OF ACTIVITY BY JURE FAJFAR S.P.

Jure Fajfar s.p. reserves the right to cancel any activity for any reason, but will only cancel an activity less than 24 hours before departure for safety reasons (water level, weather forecast, any kind of

unsafe conditions, etc.), for unusual or unforeseen circumstances outside of Jure Fajfar s.p. control (Force Majeure), or if there are too few people to operate an activity.

When Jure Fajfar s.p. cancels an activity, the Client has the following options:

- Client may accept a new departure date;
- Client may accept a replacement activity of equivalent or similar itinerary and price range (without any additional payment);
- Client may cancel his/her booking altogether and receive a full refund.

If the activity is being partially cancelled during the activity due to unexpected conditions, the Client is entitled to partial reimbursement. However, the Client shall not be entitled to partial reimbursement, in case of minor program changes or additional services provided by Jure Fajfar s.p. in order to replace the partially cancelled equivalent activity.

Jure Fajfar s.p. is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking.

7. PRICE VALIDITY

Valid prices are listed on the website www.outdoortribe.si. All prices are per person, unless otherwise specified. Activity prices in the brochure are only indicative of the final costs. Price quotations are subject to change without notice, until a booking has been confirmed.

8. RESPONSIBILITY AND AUTHORITY

Jure Fajfar s.p. guides, instructors, drivers and representatives decisions are final on all matters. Jure Fajfar s.p. does not tolerate illegal drugs and alcohol. Jure Fajfar s.p. reserves the right to immediately expel from the activity anyone engaging in these activities.

If a Client has to be removed from activity for any reason, he/she shall not be entitled to any refund.

9. INSURANCE

Client engaging in Jure Fajfar s.p. activities is recommended to carry travel insurance that covers medical expenses, personal injury, repatriation and evacuation. Further amendments to your policy, such as trip cancellation, loss of luggage and personal effect are also encouraged.

10. LIMITATION OF LIABILITY

Jure Fajfar s.p. endeavors to conduct its operations safely. However, Jure Fajfar s.p. is not liable to Client in the event of injury, death, financial loss or any other damages incurred as a result of

unforeseen circumstances or Force Majeure.

Client expressly agrees and promises to accept and assume all of the risks existing in a booked activity. Client's participation in activities on the trip is purely voluntary, and Client agrees to participate in spite of the risks.

Jure Fajfar s.p. will not be held liable for lost or stolen luggage.

11. CLAIMS AND COMPLAINTS

In the event that a Client has a complaint against Jure Fajfar s.p., the Client must first file a complaint to the Jure Fajfar s.p. activity leader at the time the complaint arises. The customer waives any complaints if they cannot reasonably demonstrate that the complaint was lodged immediately.

The Jure Fajfar s.p. representative is best suited to address Client's complaints. If necessary, the representative will contact general manager. If the Client is still unsatisfied he/she must file a written complaint to Jure Fajfar s.p. within 15 days of the end of the activity. Jure Fajfar s.p. will not accept any liability for claims received after this period.

12. APPLICABLE LAW

The Terms and Conditions including all matters arising from it are subject to the law and the exclusive jurisdiction in the courts of Republic Slovenia and will be governed exclusively by Slovenian law.

13. COMPANY DETAILS

Jure Fajfar s.p.
Breg ob Savi 55A
4211 Mavčiče – Slovenia
EU VAT ID: SI69466793

BANK info:

DELAVSKA HRANILNICA D.D., Koroška cesta 19, 4000 Kranj, Slovenia
SEPA/IBAN account number: SI56 6100 0001 7182 054, SWIFT: HDELSI22

14. UPDATES TO TERMS AND CONDITIONS

Jure Fajfar s.p. reserves the right to update and/or alter these Terms and Conditions at any time. The Client must remain updated with any such changes.

15. ERRORS AND OMISSIONS

These Terms and Conditions have been written in good faith and every effort has been made to accurately reflect Jure Fajfar s.p. policies. Jure Fajfar s.p. cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in this document or on its websites.

Breg ob Savi,
1.3.2019