

# General Terms and Conditions

## I. General Provisions

The company GOOLETS, potovalna agencija, d.o.o., Taborska cesta 1, 1290 Grosuplje, Slovenia - EU (hereinafter: the Agency) organises and carries out cruising trips with the selected providers/vessel owners and the auxiliary services combined in tourist packages. These General Terms and Conditions together with the approved trip programme represent a contract entered into by the Agency or its authorised agent on the one part and the passengers registering for a specific cruising trip on the other part.

The Agency ensures good performance of package holiday subject to a passenger fulfilling their obligations in relation to timely submission of data prior to the beginning of the trip and timely payment in full.

The Agency provides cruising trips for closed groups which are offered a wide selection of vessels with a crew.

A consumer is informed of the draft range of services offered by the Agency via its website and then contacts the Agency by mail or telephone. Each offer is prepared by the Agency individually for groups in line with the inquiry, needs and requirements of the passengers and sent, together with the General Terms and Conditions, to the passenger making arrangements on behalf of the group. It shall be deemed that all passengers have acknowledged with and accepted the provisions of these General Terms and Conditions by paying the reservation fee for the vessel under the prepared package holiday. The provisions of the General Terms and Conditions are published on the website [www.goolets.net](http://www.goolets.net) or any other website on which the Agency as the organiser advertises its services on the Internet, where they are explicitly marked and accessible to the general public.

A passenger is each person in a group for which the trip had been booked and paid, who is subject to these General Terms and Conditions and whose attendance had been confirmed at least one month prior to the departure, or a person who actually took the trip in their place.

The offered cruising trips with auxiliary services are a combination of travel services merged into a tourist package in terms of the law regulating consumer protection. This is why passengers are entitled to all EU rights applicable to tourist packages. The agency assumes full responsibility for appropriate implementation of the complete package holiday.

Pursuant to the law regulating consumer protection, the Agency provides guarantee that in the event of the Agency's liquidity problems, the passengers' payments shall be reimbursed their payments and returned to the location where the trip had started.

## II. Preliminary information

The Agency shall publish its services on line and operate mainly via e-mail and/or telephone number. The passengers are informed about the range of services offered by the Agency via the website (destinations, draft cruising programmes, type and characteristics of the vessels, equipment, crew and price ranges). In addition to the cruising trips with the selected vessel, the Agency also offers auxiliary services, such as the transfers of passengers in the cruising country, assistance, information, hotel accommodation before and after the cruising trip and additional services such as guided trips, sightseeing and similar, which the Agency provides in line with the agreed trip programme.

Based on a passenger's inquiry and in line with their wishes, the Agency drafts a trip programme, above all specifying the type of the vessel, the cruising direction and places to be visited, the number of passengers, the time frame of cruising, the time and place of stops, the language of communication, the type and equipment of the vessel, the number of crew members, the total price of the tourist package, the pricelist of additional services, fees, taxes and payment terms.

In case a single person makes arrangements for all other participants in a cruising trip, such person is obliged to submit to the Agency at least 30 days prior to the beginning of the trip a list of correct, accurate and complete data for all participants of the programme, as required for the needs of the maritime passenger transport. The data must match the data in the official documents which the passengers are obliged to have on them in accordance with the regulations on crossing a state border and the relevant foreign legislation. The Agency shall assume no responsibility in case of any delays, additional costs or programme termination due to incorrect data.

It shall be deemed that personal data the Agency received for all passengers in a group for the purpose of the cruising trip had been obtained with their knowledge and consent.

Prior to the reservation, a passenger must inform the Agency about potential impaired mobility or other specific requirements related to personal or medical needs of the passengers to attend the cruising trip. The Agency shall be obliged to adapt the programme and, if possible, ensure that such needs are met; otherwise, the passenger must be clearly and unambiguously informed of that. The passenger shall be obliged to fill in and submit to the Agency no later than 14 days prior to the beginning of the trip the completed form "Priorities list" in which they must indicate all specific requirements of all passengers in the group, particularly their dietary habits, potential allergies and similar.

The passenger shall be obliged to familiarise themselves about the documents and procedures required for the entry into the states included in the cruising trip (valid passport, visa, other).

### **III. Entering into contractual relationship**

Once a passenger confirms the trip programme and acknowledges these General Terms and Conditions, the Agency books the appropriate vessel. The trip programme contains all the essential information about the package holidays, such as time frame, price, type and specifics of the vessel, number of crew members, vessel equipment, additional activities and services contained in the package holiday based on the passenger's inquiry.

It shall be deemed that the contract for a package holiday is made between the passengers and the Agency when the reservation is paid into the Agency's account. The trip programme confirmed by both parties, these General Terms and Conditions and the payment of reservation together represent a contract for a specific cruising trip. Timely and correctly paid reservation is a guarantee for the passenger that the cruising trip would be carried out with the selected vessel, in line with the trip programme and under the terms and conditions laid down hereby.

By confirming the programme, the passenger states that they have been informed of the General Terms and Conditions and that they fully accept them, making the provisions of the General Terms and Conditions a legal obligation for the passengers and the Agency.

### **IV. The passenger's right to cancellation and cost of cancellation - transfer of contract**

Prior to the beginning of the trip, the passenger can cancel the contract at any time. If a passenger cancels a booked cruising trip for any reason not resulting from an extraordinary situation at the place of the trip, they shall be entitled to reimbursement of paid amounts, depending on the time of cancellation. The Agency shall be entitled to keep a certain percentage of the amounts paid, namely:

- the total amount of reservation paid (except for the Agency's overheads accounting for 3% of the paid package holiday) in the event of cancellation more than 1 year prior to the beginning of the trip;
- 25% of the value of the package holiday in the event of cancellation in the period between 1 year and 180 days prior to the beginning of the trip;
- 50% of the value of the package holiday in the event of cancellation in the period between 179 days and 42 days prior to the beginning of the trip;
- 100% of the value of the package holiday in the event of cancellation less than 41 days prior to the beginning of the trip.

If a passenger or the entire group cancel the trip or if a passenger arranged for appropriate replacement at least seven days prior to the beginning of the trip, the Agency shall be entitled to the compensation of costs arising from the transfer of the contract, and the transferor and transferee shall be jointly and severally liable to the Agency for the payment of the remaining contractual obligations. Appropriate replacement shall mean that the passenger provides for the same number of persons as upon the initial registration.

Regardless of the above-defined cancellation fees and costs, these can also be higher, if required by the conditions for organising the trip and the applicable terms and conditions of sales by business partners. If the conditions for the reimbursement of costs are set in a different manner in the trip programme, the terms and conditions specified in the programme shall apply.

## **V. Price, payment terms**

The prices of the tourist package are defined in a certified trip programme.

Unless stipulated otherwise by the trip programme, the passenger shall be obliged to pay the price of the package holiday as follows:

- 50% when booking the vessel,
- 50% at least two months prior to departure

If a passenger fails to settle any of the above payment obligations by the specified deadline, including the Agency's reminder and an additional reasonable payment deadline, the trip shall be considered cancelled. In such cases, they shall be entitled to the cancellation fee pursuant to Article IV hereof.

## **VI. Services included in the price of the package holiday**

Unless stipulated otherwise in the trip programme, the price of the package holiday shall comprise: the Agency's expert consulting, the availability of the selected vessel for the agreed time frame, the preparation of the passenger and the crew for the cruising trip, purchasing of food and beverages, passenger acceptance and arrangement of their accommodation on board or in the selected berth, fuel for the trip, supervision of the compliance of equipment and readiness of the vessel for the selected trip, readiness and assistance of the agent during the trip and local presence of the Agency representative during the embarking and disembarking of passengers. Each individual trip programme defines the number of meals, the time of air-conditioning in the vessel, the anticipated time of cruising per day and other services and options selected by the passenger.

The Agency ensures that the selected vessel is in perfect technical condition, equipped for the transportation of passengers, their safety and comfort in accordance with the advertised data on the vessel, equipment and crew.

The Agency ensures that they are a provider of cruising trips or owner of the vessel and registered for the transportation of passengers by sea and the implementation of the accompanying catering and overnight accommodation services in line with the local legislation, and that both the crew and the vessel meet all the prescribed expert, technical and administrative requirements for the provision of cruising in the navigation zone.

The Agency further guarantees that the safety and comfort of the passengers is ensured by an experienced and discreet crew with employment status appropriately regulated under the labour law, able to communicate with the guests in the English language.

Notwithstanding the previous points of this paragraph, the Carrier shall be obliged to return all received amounts in full, if the passengers cancels the cruise within 14 days from the day of the booking, provided that the passenger informs the Carrier on such cancellation within these 14 days from the day of the booking.

## **VII. Additional services**

Additional services are services that are, as a rule, not included in the price of the package holiday and are subject to extra payment in accordance with the trip programme (optional services such as special food, optional additional trips, drinks, transfers, sports activities, private marinas, tips, entertainment, etc.). Furthermore, mandatory additional costs (tourist fee, port fees, etc.) are also paid extra by the passengers at the location, unless specified otherwise in the programme.

The trip programme defines the costs and additional services to be settled directly with the captain or the shipping company when embarking or disembarking. As regards these services and payments, the Agency underlines that these concerns solely the passenger and the shipping company and that as a rule, the Agency does not intervene in these relationships, which is why the passenger shall be obliged to address any claims or complaints in relation to additional services and costs to the shipping company.

Additional services are services selected by the passenger subsequently, during the trip. In such case, the services are charged separately and paid to the shipping company or the captain or the Agency or its representative, depending on the provider of the service.

## **VIII. Payment**

The day of payment is the day when the passenger made the payment to the transaction account of the Agency specified in the trip programme or when a payment is made to that account using a credit card or by other means.

## **IX. Captain's authorisations**

To ensure their own safety, the passengers shall be obliged to comply with the ship rules that they receive at the beginning of the trip as well as the captain's recommendations made during the cruising trip. The passengers are informed that the captain may, at his own discretion, change the navigation itinerary due to weather conditions and if necessary for any other reason, to ensure the safety of the passengers, the crew and the vessel. The passengers who wish to engage in watersports shall do this at their own responsibility and shall be particularly obliged to comply with the local regulations, the opinion of the crew and to have all the necessary permits and the required skills. The captain shall also be entitled to early terminate the trip in extraordinary circumstances arising from dangerous and highly inappropriate behaviour of the passengers and sudden deterioration of their medical condition.

The passengers shall be obliged to familiarise themselves with the rules of conduct at sea (Ship Rules) which they receive together with these General Terms and Conditions and which summarise the necessary instructions in a language that the passengers understand. The Ship Rules shall be a constituent part of these General Terms and Conditions.

## **X. Place and time of the beginning of the cruising trip**

The passengers shall be responsible for the accuracy and adequacy of all personal data and information required for the implementation of the cruising trip that they submitted to the Agency in advance. The number, identity and personal data of the passengers must match the number, identity and personal data of the passengers from the list submitted in advance. The Agency shall not guarantee acceptance of additional number of passengers.

If the beginning of the cruising trip is delayed, the passengers shall be entitled to the compensation of the proportional part of the paid price or extension of the trip for the time of delay.

Unless the delay is caused by the guests or is the result of a force majeure, the guests shall be entitled to terminate the contract and demand reimbursement of the amount paid for the cruising trip in case of a delay longer than 12 hours.

In the event of a change in the place of embarking and disembarking of the passengers for the reasons not caused by urgent security measures, occurrence of force majeure or requirements or needs of the passengers, the Agency shall arrange and cover all costs of passenger, luggage and Agency representative transportation and potential hotel accommodation of the passengers, up to three overnight stays.

It shall be deemed that force majeure occurred particularly in case of the following events: sudden, unannounced and severe deterioration of weather, crash of vessels, explosion, natural disasters, war, pirate attack, terrorist attack, general riots or strikes in target ports, prohibited navigation and serious defect on the vessel that has not been caused due to the lack of maintenance.

## **XI. Vessel defect**

In the event of a defect of the vessel during the cruise, which prevents further navigation under the contractual terms and conditions and cannot be eliminated within 12 hours, the Agency shall provide to the guests a bonus service in the value of 50% of the daily cruise price (a trip, water sports, sightseeing, etc.). If the defect of the vessel is not eliminated in more than twelve and less than twenty-four hours, the guests shall be entitled to a bonus service in the value of a full daily price of the cruising trip or a refund of such amount. If the defect is still not eliminated within 24 hours, the Agency shall be obliged to provide a substitute vessel of the same or higher quality or, if requested by the guests, a substitute hotel accommodation at its expense and refund the difference in the price between the price of the hotel accommodation up to the full daily price of the cruising trip.

## **XII. Complaints and their resolution**

If the contractually agreed services are not provided in full or their quality is not satisfactory to the passengers, they shall be entitled to demand a reduction in the price of the agreed package holiday in proportion to the scope of the non-provided services out of total services. If a passenger suffered loss due to incomplete services, they shall also be entitled to compensation which, nevertheless, cannot exceed the total price of the package holiday.

A passenger who believes that the quality of the travel services provided was not in compliance with the contract provisions must make such a claim in the manner and within the deadlines defined hereinafter.

In order to eliminate the insufficient quality of the services provided during the cruising trip, a passenger should first promptly contact the captain. If no agreement can be reached, the passenger should then immediately inform the Agency's representative without undue delay and using the appropriate telecommunications service (GSM, e-mail, etc.) and submit all the relevant material evidence (photos and similar). If the organiser's representative is not available within a reasonable time, the passenger shall be obliged to report the deficiencies to the Agency's telephone number +386 40 430 463.

In the event of a complication resolution, particularly at sea, all parties are obliged to act with patience, appropriately in the given circumstances and by abiding with the principles of good faith and fairness. By signing the form the passenger receives when disembarking, a complaint procedure shall be deemed to have been successfully resolved during the cruising trip.

If the established deficiency had not been sufficiently eliminated in spite of the intermediation of the Agency representative on site, the passenger may request that the organiser of the cruising trip reduce the price or compensate the damage by submitting a writing claim addressed to the Agency within the preclusion period set by the law, which is two months of the end of the trip. The Agency shall not be obliged to handle claims submitted after the expiry of the two-month period after the end of the trip. Furthermore, the Agency shall explicitly not be obliged to resolve any complaints that had not been submitted for the resolution earlier on site. Each complaint must be grounded. Therefore, the passenger should submit appropriate evidence of the actual state based on which the complaint is filed.

If the international conventions binding for the country in which the trip organiser has its registered office limit the amount of damage compensation or the conditions under which the provider of individual travel services, included in the package holiday, is liable for damages, the organiser shall also be obliged to invoke such limitations.

The Agency does not recognise any Out-of-Court Consumer Dispute Resolution (OCDR) provider as competent for resolving a potential dispute concerning the consumer's rights related to the trip. In the event of resolving a dispute with the Agency in the case of on-line booking, the passengers can also use the following on-line platform: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&reload=f>

## **XIII. Cancellation or change of programme by the Agency**

The Agency reserves the right to cancel or change the trip programme in accordance with the applicable legislation, if it assesses that the cruising trip cannot be carried out due to extraordinary circumstances. The Agency shall inform the passenger of a change in the programme as soon as the extraordinary circumstances arise and state the reasons for the change. Any costs incurred due to the change of programme shall be covered by the Agency.

The Agency reserves the right to complete or partial cancellation of the contract if extraordinary circumstances arise prior to or during the implementation of the programme which in the opinion of the agency prevent or obstruct appropriate implementation of the contractual services and/or represent a potential risk (e.g. meteorological conditions, natural disasters, riots in a country, etc.).

The Agency cannot assume the responsibility for a change in the programme that is due to any force majeure or extraordinary circumstances during the cruising trip. In such a case, it shall be obliged to provide services to the passengers in a different form, considering the existing possibilities.

If the Agency cancels the cruising trip, the passenger shall be entitled to the compensation of the amount paid for the trip.

The Agency shall immediately inform the passengers of any subsequent change in the trip.

If due to the circumstances that could not have been foreseen the Agency is unable to carry out the agreed cruising trip, the Agency shall have the option of providing a different cruising trip of the same or higher category or another service to the

passenger. If such replacement service is not equal in terms of price or duration to the cancelled cruising trip, the passenger shall be entitled to the compensation of the difference in price. If the passenger does not accept such substitute service and cancels the contract on the package holiday, the Agency shall be obliged to reimburse all received amounts within 14 days of the cancellation of the contract.

In case the cruising trip does not start on the agreed date due to the reasons that are not the result of extraordinary circumstances or if the vessel is unable to depart from the agreed port and the passengers have to be transferred to another place, or in the case of an engine malfunction during the cruising trip, the Agency shall appropriately reduce the proceeds and/or provide a replacement service suitable to cover the lost time and the circumstances of the case.

#### **XIV. Damage caused by a passenger**

Passengers shall be obliged to take due care of the inventory and equipment of the vessel during the cruising trip. The Agency shall not assume any responsibility for any damage caused by a passenger on the vessel during the cruising trip. The passenger shall be obliged to pay for such damage directly to the captain or the owner of the vessel prior to the end of the trip, unless they agree otherwise.

#### **XV. Passenger's cancellation during the cruising trip**

During the programme, the passenger can only cancel the trip at their own request with a written statement of cancellation. If the statement is not signed, the programme shall not be considered cancelled.

If a passenger withdraws from the participation in the programme during the cruising trip by submitting a written request, they shall not be entitled to proportional compensation unless the cancellation was due to the circumstances that could not have been avoided or deterred.

#### **XVI. Sale or Forwarding of Package Holidays**

The Agency shall not be held liable for the services of those programmes of which it is not the organiser but merely an intermediary signing the trip organisation contract. In such cases, it shall only be responsible for informing and intermediation but not the performance of services by third persons.

If the Agency acts as an intermediary, such a role is explicitly indicated.

The terms of registration, payment and other rights and obligations of such trips shall be subject to the other organiser's applicable terms and conditions.

It shall be deemed that the Agency sells such programmes on another person's behalf and for their account.

If the Agency's package holidays are sold on its behalf and for its account by another agency, the latter shall be responsible for the accuracy and up-to-dateness of the data submitted to the customers. If the submitted data deviates from the data published on the Agency's website, the agency that submitted the incorrect data shall be liable to the passengers.

#### **XVII. Use and protection of personal data**

Goolets d.o.o. shall collect and process all data on the passengers obtained and protect them in accordance with the Personal Data Protection Act and the EU Regulation GDPR.

It shall be deemed that by signing the contract, the passenger consents to the use of their personal data for the needs of carrying out the package holiday and for the purpose of direct marketing, market research, customer segmentation, statistical processing and informing about the Agency's range of services offered.

The Agency particularly points out that in certain cases of package holidays, it is obliged to send the passenger's personal data outside the EU and is therefore unable to provide the same level of security as provided under the regulations of the EU and its Member States.

By signing the contract, the passenger agrees to the use of the following personal data submitted to the Agency: name, surname, address, e-mail address, phone number. After the completion of the package holiday service, the Agency shall only store and use the e-mail address for the needs of communication for the above-mentioned purposes and shall delete all other personal data.

If the passenger does not wish to have the data from this paragraph processed, this can be stated on the trip application; otherwise, the consent can be withdrawn at any time and they shall also have the right to access, rectification or erasure of their personal data by sending an e-mail to the following address: [info@goolets.net](mailto:info@goolets.net).

#### **XVIII. Disclaimer – Insurance**

The Agency shall in no case be liable for the loss of or damage to any items owned by the passengers. Furthermore, the Agency shall not be liable for death or physical injury of the passengers during the cruising trip. The Agency advises the passengers to take out an appropriate insurance policy for the duration of the cruising trip for the event of illness or accident abroad.

#### **XIX. Final Provisions**

If any provision hereof is inconsistent with or contrary to the provisions of the programme for an individual cruising trip, the provisions of the programme shall prevail. These General Terms and Conditions shall apply from the date of their adoption and shall be effective in all contractual relationships.

In the case of any dispute between parties, the issue shall be referred to the competent court in Ljubljana.

These General Terms and Conditions shall apply to all contracts signed after the day of publication of the General Terms and Conditions.