

## **BOOKING CONDITIONS & CANCELLATION TERMS OF TRAVENTURIA LTD.**

By booking a trip with Traventuria Ltd. you are deemed to have accepted on behalf of everyone involved in the booking these Booking Conditions, which constitutes the entire agreement between you and Traventuria Ltd., and your booking will be accepted by us on this basis. The following conditions are valid for all tours and services, operated through the websites and brand names of Traventuria Ltd. (including, but only: [traventuria.com](http://traventuria.com), [traventuria.bg](http://traventuria.bg), [bulgariawalking.com](http://bulgariawalking.com), [sofiadaytours.com](http://sofiadaytours.com), [innwalking.com](http://innwalking.com), [skibansko.bg](http://skibansko.bg), [skiborovets.bg](http://skiborovets.bg), [banskoskishop.com](http://banskoskishop.com), [skishopborovets.com](http://skishopborovets.com), [transferbansko.com](http://transferbansko.com), [transferborovets.com](http://transferborovets.com), [rilamonasterybus.com](http://rilamonasterybus.com), [bulgariahiking.com](http://bulgariahiking.com), [hikinger.com](http://hikinger.com) etc.)

### **1. Booking process**

A booking is possible if made by either a client online or by the staff of Traventuria Ltd. when a certain program and price have been agreed beforehand. In both cases an invoice is issued and sent for payment, which also represents the confirmation of Traventuria Ltd. for the services, ordered by our clients. Any special requirements and medical problems should be reported by the client before or at the time of booking at latest. After the full payment is received the necessary information will be sent over to the client, or provided directly to him on arrival, containing vouchers (where applicable) and other relevant information (route notes, maps, general tour information etc.). Please make sure all details inside the reservation are correct and contact us immediately should you notice incorrect or missing information.

### **2. Payments**

All clients are required to pay a non-refundable deposit for their booking to be confirmed (150 Euro per person for multi-day tours/packages, or smaller amounts for other services like one-day tours, airport transfers, ski packages etc.). In any case the required deposit will be made clear on your invoice. If a reservation of flight ticket is needed we may ask the full amount of the ticket to be paid as well at the time of the deposit payment. Full payment should be received not later than 40 days prior departure. If your booking is made within 40 days of the departure date then the full amount is payable at the time of booking. If the services you have ordered amount to less than 100 Euros per person then the full amount may be required at the time of booking too (irrespective of the time left until your travel date). If full payment is not captured on time we will send you a written reminder and if no payment follows within 3 business days we reserve the right to cancel your reservation and keep the payments done so far as penalty. Payment deadlines are always present inside the invoices received by the clients and should be followed strictly. Bank charges should be shared between the client and Traventuria Ltd. It happens sometimes that wire transfers made outside Europe pass via intermediary banks in Europe before they hit our bank accounts. These intermediary banks charge extra (appr. 20-30 Euros per transfer). All clients should make sure their bank doesn't use such mediators, otherwise the charges of the latter will also be added to the final bill of the client.

### **3. Booking alterations**

Changes of the published prices by Traventuria Ltd. before your booking confirmation shall not be treated as indecorousness from our side. Although we do our best to maintain up to date rates throughout our websites, unfavourable changes in exchange rates, local operators' costs, transportation costs and taxes, or dynamic pricing in busy season may occur, which will affect the final price. In such cases we will cover any increase up to 3% of the published price, but the client will be responsible to cover the balance and will be notified about the changes as soon as they become known to Traventuria Ltd. If the increase is more than 10% the client can cancel the reservation within 5 days of the notification and the recoverable costs of their deposit will be refunded. If a full payment is received by that time however no surcharges will be paid by the client. If a client wants to do changes in the tour program it is necessary that these are advised as early as possible. Although we will make efforts to satisfy those changes we do not guarantee that we will be able to meet such requests. If a customer has booked a tour/service for the wrong date, we will do our best to make the necessary changes (if possible at all) in order to move the tour/service for the right date. Administrative taxes of 45 Euros up to 100% of the package price will be applied in such cases if the customer effectively wishes to change the travel dates.

### **4. Cancellations by the client & "no-show"**

All cancellations should be made in written to Traventuria Ltd. on our corporate email: info@traventuria.com. Cancellations, advised verbally to a company staff (i.e. drivers, tour guides, resort representatives) or in written to another email addresses will not be acknowledged. For bookings, where a flight ticket is included (irrespective of the tour's location), the clients should pay the charges levied by the airline concerned. If a ground service or tour provided by Traventuria Ltd. is omitted by a client (e.g. transfer, tour etc.), this is considered "no-show" and no refund will be made. Leaving a holiday before its end doesn't qualify you for a refund (even partial) too. We will issue all required documents, verifying the cancellation details, which you can use to raise a claim through your insurance company.

#### ***4.1. Tours/services carried out in Bulgaria (multi-day tours, ski packs, transfers):***

The following cancellation charges (as a percentage of the total cost, but not less than the deposit!) apply for cancellations made by clients for tours/services in Bulgaria, booked on one of the websites of Traventuria Ltd.: > 30 days - 30%; 29-15 days -50%; 14-9 days -70%; 8 days or less (incl. no-show) -100%;

*N.B.: If a tour/service has been booked under a special condition through Traventuria Ltd. (for example the cancellation insurance offered by us for some ski packs, or special conditions involved in early bird campaigns, or specific "Covid-19"-related terms & conditions published on the website), the latter will be considered effective and the cancellation charges will be calculated in accordance with them.*

#### ***4.2. Tours/services carried out in Bulgaria (one-day tours):***

Cancellations made before 08:00am local time (UTC +2) on the day before the tour starts, and in case the service has been booked direct on one of the websites of Traventuria Ltd., are eligible for a full refund (except irrecoverable costs of 3,5% fee

per booking). Cancellations, made after 08:00am local time (UTC + 2) on the day before the tour starts, or “no-show” bookings, are not eligible for a refund. If the payment for such tours is done by bank transfer all bank charges for the refund will be covered by the customer. Alternatively we can offer a refund via PayPal.

#### **4.3. Tours/services carried out outside Bulgaria:**

The following cancellation charges (as a percentage of the total cost, but not less than the deposit!) apply for cancellations made by clients for services outside Bulgaria, booked on one of the websites owned by Traventuria Ltd.: > 41 days -30%; 40 days or less -100%.

*N.B.: If a tour/service has been booked under a special condition through Traventuria Ltd. (for example a special conditions involved in an early bird campaign, or specific “Covid-19”-related terms & conditions published on the website) the latter will be considered effective and the cancellation charges will be calculated in accordance with them.*

#### **5. Cancellations by Traventuria Ltd.**

In the unlikely event that Traventuria Ltd. needs to change significantly or cancel a certain reservations, the client will be given the choice to: 1) accept the changed arrangements; 2) order an alternative holiday from Traventuria Ltd. (if a cheaper holiday is chosen the price difference will be refunded to the client; if it is a more expensive one, the difference should be paid by the client); 3) cancel or accept cancellations by Traventuria Ltd. (full refund will be obtained). Traventuria Ltd. is not responsible for any incidental expenses that a client may have incurred as a result of the booking such as visas, vaccinations or non-refundable flights.

#### **6. Force-majeure**

Traventuria Ltd. shall not be held liable in cases of "force majeure" circumstances, herewith described as events which we or our subcontractors cannot predict or avoid, such as: terrorist activity, strike, war or threat of war, riot, civil strike, natural or nuclear disaster, adverse weather conditions and temporary technical breakdowns/power cuts (incl. stop of lifts as a result), fire, road accidents, traffic jams, vehicle breakdown etc. Traventuria Ltd. will act and do whatever is possible to the best of its abilities in order to minimize the impact on the clients' journey in such cases. Claims for missed flights, only partially or totally unused other services as a result of such circumstances will not be acknowledged in such cases.

#### **7. Handling of complaints**

Should our clients experience problems during their holidays, which cannot be resolved on spot by the local company representative (or if there is no such person – the hotelier, carrier or the local agent), they must inform in written the head office of Traventuria Ltd. with an email sent to [info@traventuria.com](mailto:info@traventuria.com). Please make sure to include with full details of the case mentioned inside so that we can take proper measures in order to have this problem resolved as soon as possible. Any complaints brought to our attention after the end of the holiday could only be regarded but we regret in advance that no efforts could really be made at this later stage which would have made your holiday more enjoyable.

## **8. Texts and prices accuracy**

We endeavour to present the information in our websites and brochures as accurate as possible but some errors may occur during the time of publishing or meant amendments afterwards. We kindly ask you to make sure that the information and price at the time of booking is correct, as well as the information outlined later on in your invoice and/or voucher(s).

## **9. Photos and testimonials**

Images taken during our holidays may be used by Traventuria Ltd. without charge in all media for marketing or advertising purposes (i.e. websites, brochures, slideshows, social media etc.). Written feedback and images sent to the company by clients are also subject of the same conditions and can be used without special permission by their authors.

## **10. Travel insurance, health and immigration**

Please note that no travel insurance is included by default in our packages and we suggest that at the time of booking all clients consider purchasing a policy of their choice. Clients are also fully responsible for all visa, passport, immigration, quarantine, customs, health and other requirements of the countries visited or transmitted. Valid passport must be carried by each person.

## **11. Liability waiver and assumption of risk**

In consideration for you being permitted to participate in the activities of Traventuria Ltd., and the use of its equipment and vehicles, you agree to the following waiver and release of liability. The terms of the below conditions shall serve as a release from any legal liability and express assumption of risk for yourself, your heirs, assignees, administrators, executors, and all members of your family, including any minors accompanying you.

You understand and acknowledge that during a tour in which you will participate under the arrangements of Traventuria Ltd. and its agents, certain inherent and acquired risks and dangers exist and cannot be eliminated. You understand and assume each and every risk associated with the activities performed, any of which can cause injury or even death. You understand that these risks, hazards, and dangers include, without limitation: 1) travel by automobile, lift or other means of conveyance; 2) hazards of traveling, hiking, exploring, skiing, or participating in activities that take place in remote or rugged, unpredictable terrain and where phone or radio communications may not be available; 3) risks associated with wildlife encounters while participating in any outdoor activity; 4) risks associated with crossing roadways and entering/exiting vehicles; 5) the unavailability of immediate medical attention or means of rapid evacuation in case of emergency; 6) risks of injury, dehydration, or even death resulting from your participation in any adventurous activity such as (but not limited to) hiking, skiing, snowshoeing, walking alongside rock ledges, and ascending/descending mountain peaks; 7) mechanical or construction failures of vehicles and equipment; 8) acts of God, acts of terrorism, forces of nature, and unpredictable weather conditions; 9) areas of unsafe or unstable conditions due to political or civil disturbances, or other unforeseen circumstances.

You acknowledge that these are some, but not all, of the inherent and acquired risks associated with the activities performed on a Traventuria Ltd. tour. A complete listing of inherent and acquired risks is not possible. Traventuria Ltd. does not sponsor or endorse these activities, nor can Traventuria Ltd. be held liable for any injury or illness resulting from your participation.

You acknowledge that you have responsibilities as a participant and accept full responsibility for your behaviour and actions relating to bodily injury, death, and loss of personal property.

You are responsible for any and all expenses resulting from any inherent risk, whether identified or not, and as a result of your negligence. You understand the risks, hazards, and dangers described above.

You understand that the activities performed during a Traventuria Ltd. tour may require good physical conditioning and the degree of skill and knowledge necessary for you to engage in these activities safely.

You accept full responsibility for purchasing the style of tour that fits your desired comfort level and participating in activities that are suitable for your fitness level and capabilities.

You are in good physical health and have the ability to safely engage in the travel activities in which you may partake while traveling as a Traventuria Ltd. passenger. By default, personal travel insurance is not included in the tour price. It is your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, death, loss of baggage and personal items and cancellation and curtailment. You will ensure that your personal travel insurance covers all of the activities you expect to participate in.

As it is likely that in these sorts of trips weather must be taken into account, if conditions are such that certain arrangements should be changed or not at all provided, you are not eligible to any sort of refund.

If the behaviour of any trekker is likely to cause distress or harm to themselves, our member of staff or other team members, our local guide/staff reserves the right to terminate their trip at any time and they will have to make their own arrangements; we will not be liable for any expenses incurred as a result. We will not entertain any claims arising due to such action.

Your participation in the activities of Traventuria Ltd. is purely voluntary. No one is forcing you to participate, and you elect to participate in spite of the risks. You will take precautions to ensure your own safety. You will assume all responsibility for personal injury, accidents, illness or even death, and damage to or loss of personal property as the result of any incident or accident that may occur.

You further agree to indemnify Traventuria Ltd., and each and every one of its directors, officers, agents, employees, and volunteers from and against any and all claims, actions, liabilities, suits, and expenses which are related to, arise out of, or are in any way connected with your participation in any activities including, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, arising directly

or indirectly out of any damage, loss, injury, paralysis, or death to you or your property as a result of you engaging in these activities or the use of these services or equipment.

## **12. Privacy policy**

We are aware that you may have concerns over disclosing information about yourself to us. This privacy policy explains, amongst other things, what information we collect about you on this website and the reasons for this. Our primary aim in collecting personal information is to provide you with a customised experience on our website - aiming to show you information that is relevant to you. We also collect information for statistical purposes and to offer you future products and services that may be of interest to you.

### *Information we collect:*

Log file information, including IP addresses. You can visit public areas of the site without identifying yourself or providing any personal information;

> Tracking IP addresses (the computer's internet address):

Monitoring how long a user spends on the site and which pages he/she visits - this helps us evaluate the use of different parts of the website. As a rule, we don't link IP addresses to anything that can identify you personally, ensuring you can remain anonymous. Nevertheless, we will attempt to use IP addresses to identify a user when we feel it is necessary to protect our services and other users.

> Personal data:

Any personal data relating to you gathered by us in the registration process or during your use of the service will be recorded and only be used in accordance with our Data Protection Policy. The website uses various order and registration forms to enable you to request information, products and services. When you register for the secure sections of our website you will need to provide us with information such as your name, date of birth, e-mail address and password. Any personal data we collect during registration is designed to allow us to personalize the site for you and give you access the right kinds of information. If you register, request further information or contact us we may keep a record of that correspondence and incorporate the information it contains into our database(s).

> Internet security:

The webserver that hosts this site is not used to store personal information of any kind. Any personal information that you do provide is stored on a separate and secure database server. There is no direct link between this database server and the internet and access is strictly limited. We do not directly track or record your usage of this website. This privacy policy may not apply to you if we believe you are misusing the website or if we are required to disclose information by a court of law or other relevant body.

> Third party sites:

Please be aware that some of the websites to which we provide links may collect personally identifiable information about you. We do not control these sites and are not responsible for the content or practices of third party websites. This privacy policy does not cover such sites.

### **13. GDPR**

#### *Personal data responsibility*

Traventuria Ltd. has personal data responsibility. The protection of your personal information is important to us. The protection is also governed by the Personal Data Act, which is superseded by the General Data Protection Regulation (GDPR) on May 25, 2018. Below you can read about how we handle your personal data and what rights you have.

#### *What personal data is collected?*

Personal data that will be processed includes, but is not limited to, name, date of birth, address, e-mail address and phone number. We may also treat requests regarding special diet or special information from you regarding your health condition prior to the trip to be able to fulfil the trip request. The personal data will be provided by you in connection with the ordering of a trip, ordering of a brochure or newsletter, by telephone, through order from our dealers or by visiting us.

#### *Purpose of personal data processing*

Your personal information will be processed to fulfil our commitments in ordered travel and supplementary products, and keep you informed of current travel and the like. Processing of your personal data may also happen to fulfil obligations under laws, regulations and to handle issues and complaints. In addition to the above purposes, you agree that your personal information may be used for the purposes below and provide support for our market and customer analysis, risk management and statistics to provide you with a better travel offer and better service. We may also use your personal information to provide different offers of services and/or products from us, unless you have opposed your direct marketing notice. You can unsubscribe at any time, for example, through a link in the newsletter. By providing information about your health condition, you agree that we process this personal information for the purpose of providing the trip, other service and/or product that you ordered. Health state data is never used for statistics, market research or marketing.

#### *Storage of personal data*

We store personal information if it is necessary to meet the above objectives. Normally, we store your personal information in 2 years from your last trip or from contacting us otherwise. When you have subscribed to our newsletter we save your contact details until further notice. You can at any time, either by a new link in the newsletter or by contacting us on the address above, unsubscribe and have all of your details deleted. In some cases, we may need to store data for longer periods when required by law (e.g. accounting law) or, for example, complaints.

#### *Who may be processing personal data?*

Your personal information is processed by our staff and by our collaborators for system services and administrative services, with whom we have contracts for the protection of personal data, personal data assistant agreements. Your personal data may also be processed within the travel industry, such as airlines, bus companies, hotels and local partners on the travel destination. Only necessary information is provided at any such time.

### *Processing of personal data in countries outside the EU and EEA*

Depending on where your destination is located and which partners you use, your personal data may be processed outside the EU and EEA. Although the destination of a trip is within the EU/EEA, for example, transport companies and hotels may be based outside the EU / EEA. Only the information required for the execution of the trip and other services is provided to partners. By submitting your personal information to us, you agree that we process personal data outside the EU and the EEA and are aware that privacy data protection may be lower than within the EU and EEA.

### *Your rights to information about you*

You have the right, at any time, to withdraw your consent to processing the information you have provided to us. This means that you can also request rectification or deletion of your personal information. Such a request is made in writing to us. Your data will then be corrected or deleted within a month's time. *Want to know more about the Data Protection Ordinance (GDPR)?*

More information on the General Data Protection Regulation (GDPR) is available on the data inspection website,

[https://en.wikipedia.org/wiki/General\\_Data\\_Protection\\_Regulation](https://en.wikipedia.org/wiki/General_Data_Protection_Regulation).

Traventuria Ltd. (tour operator's license number: PK-01-6434)

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