



Rotaract klub Ljubljana

Pegamova 12
1000 Ljubljana
Slovenia
(in further text: *ORGANISER*)

and

the ***APPLICANT***,

below also: »*parties*«,

agrees with currently valid

TERMS AND CONDITIONS

of the ***ORGANISER***, presenting on www.rest-trip.eu or through any other connected websites. Present terms and conditions are agreed also by every other person, who is, in accordance with this terms and conditions, regarded as the ***APPLICANT***.

1. Initial statement

The parties initially acknowledge the following statements:

1.1 Currently valid terms and conditions are applicable for both parties and arrange a contractual relationship between them.

1.3 The Terms and conditions of third parties, which provide the services, which represent any of the ***ORGANISER*** offers, constitute the contractual legal relationship between the ***APPLICANT*** and the above mentioned third parties.

1.4 ***APPLICANT*** and the ***ORGANISER*** are obliged to accept these terms and conditions and any other agreement between ***APPLICANT*** and the ***ORGANISER***.

1.5 As an ***APPLICANT*** is regarded any person, who books any of the ***ORGANISER*** offers directly through the website www.rest-trip.eu or through any other connected websites, and also any other person, in whose name someone else performs the before mentioned application/booking of the selected ***ORGANISER*** offer. (All mentioned is valid also for ***APPLICANTS***, which apply according to the section 4.3 of these Terms and Conditions.)

1.6 Details about the selected ***ORGANISER*** offer, which was booked by the ***APPLICANT*** on the website www.rest-trip.eu or on connected websites, will be known and published at least 30 days before the commencement of the selected ***ORGANISER*** offer. In case of any major changes in realization of the ***ORGANISER*** offer in question, the ***ORGANISER*** is obliged to inform the ***APPLICANT*** about changes as promptly and as quickly as possible.

1.7 *ORGANISER* is not responsible for acts and omissions of third persons, who are providers of services, which are part of any of the *ORGANISER* offers. *ORGANISER* is not responsible for acts and omissions of the *APPLICANT*, or persons connected, with him or third parties, as also for force majeure and other unpredictable events.

1.8 Despite the section 1.6, the *APPLICANT* is obliged to regularly monitor the website www.rest-trip.eu and connected websites, because of possible changes to these Terms and conditions or to the *ORGANISER* offer to which he/she applied. *ORGANISER* reserves the right of changing these Terms and conditions, and changing any other component of the *ORGANISER* offers, which are available on the website www.rest-trip.eu or on connected websites. *ORGANISER* reserves the right to amend any other agreement, contracted with the *APPLICANT*.

1.9 The *ORGANISER* is providing intermediary/broker services for natural persons, and not for legal persons.

1.10 Because of the mode of concluding the contract, which is arranged by the present Terms and conditions (conclusion of the distance) the *APPLICANT* agrees that the *ORGANISER* does not know and cannot know about any kind of personal or objective circumstances regarding the *APPLICANT*, which can be the cause for invalidity of the contract, which is concluded through the application via the online form on the website www.rest-trip.eu or through connected websites and on basis of present Terms and conditions, with the *ORGANISER*.

1.11 The *ORGANISER* will try their best efforts to conclude the contracts with third parties, who provide the *APPLICANT* with accommodation facilities, which are included in the chosen *ORGANISER* offer.

1.12 The *ORGANISER* concludes contracts with third parties – who are providing accommodation and others services – few months before the realization of the selected *ORGANISER* offer. Because of the above mentioned reason, the *ORGANISER* reserves the right of changing the actual execution of the selected *ORGANISER* offer, if this is necessary for the provision of services, which constitute the selected *ORGANISER* offer. The *ORGANISER* will try their best efforts to minimize most of the changes. The changes will be for example: amount of deposit insurance, equipment on the sailboat, program and locations, etc. The *ORGANISER* will try their best to inform the *APPLICANT* of such changes. The circumstances, under which the *ORGANISER* can withdraw from the contract, concluded on basis of these Terms and conditions.

1.13 The *ORGANISER* reserves the right to cancel the *APPLICANTS* reservation of the selected *ORGANISER* offer at any time. The *ORGANISER* will in case of inability or difficulty of performance of the selected *ORGANISER* offer inform the *APPLICANT* about alternatives of performance of the selected *ORGANISER* offer. If agreement between parties about the abovementioned alternatives is not possible, or in case of circumstances which are beyond the control of the *ORGANISER*, the *ORGANISER* has the right to cancel *APPLICANT'S* reservation of the selected *ORGANISER* offer. In case of the situation, described in the last sentence, the *ORGANISER* is obliged to reimburse the *APPLICANT* the already paid amount for the selected *ORGANISER* offer, minus all the costs of intervention for *APPLICANTS* benefit that the *ORGANISER* had already covered.

1.14 The *ORGANISER* also reserves the right to withdraw completely or partially from the contract without reservation to the conditions of withdrawal in the section above, also in exceptional circumstances which occur during or before the realization of the program. Circumstances are exceptional if they could not be expected, removed or avoided, and the *ORGANISER* takes these circumstances for a valid reason, that the contract under these Terms and conditions would not be concluded, if the circumstances would exist in time of the conclusion of the contract. The parties agree that the *ORGANISER*, in case of force majeure (war, industrial dispute, terrorist activities, natural or other disaster, fire, unsuitable weather conditions, serious economic instability and uncertainty, inflation or deflation) is not obliged to reimburse the *APPLICANT* for any kind of compensation. The *APPLICANT* is considered to be informed about the onset of any of the abovementioned examples of

force majeure, when the *ORGANISER* publishes the information regarding force majeure on the website www.rest-trip.eu or on any other media.

Valid documents

1.15 The *APPLICANT* has to have a valid passport or any other valid appropriate document, which enables him to enter into an individual country. The *APPLICANT*, who is not an EU citizen, is also obliged to take care for all documentation required in countries, where *ORGANISER* offers are executed. If the *APPLICANT* loses the documents or in the case of theft of documents indispensable for further accommodation in the country or for the return trip, the *APPLICANT* has to arrange new documents at his own expense. In case that the before mentioned loss of theft causes the termination of the *APPLICANT'S* contract with third parties, which provide services that represent the selected *ORGANISER* offer, the *APPLICANT* is not entitled to a proportional refund of the amount paid form section 3. of these Terms and conditions.

1.16 The *APPLICANT* is obliged to respect customs and currency regulations, prescribed by the country where the services of the selected *ORGANISER* offer unwind. If the *APPLICANT* breaches those regulations and as result cannot take full advantage of the *ORGANISER* offer, the *APPLICANT* bears all the consequences and costs, incurred in connection with this. *ORGANISER* is not responsible for potential complications or for *APPLICANT'S* termination of the selected *ORGANISER* offer, arising from *APPLICANT'S* non-compliance of host countries customs, currency and health regulations.

1.17 Health insurance is not included in the price of each individual *ORGANISER* offer. *APPLICANT'S* responsibility is to take care for his/hers health insurance.

1.18 The *ORGANISER* is not responsible for acts and omissions of third parties, with whom the *APPLICANT* concludes the contract about performance of any of the *ORGANISER* offers, after the intervention of the *ORGANISER*. The *ORGANISER* is also not responsible for acts and omissions of the *APPLICANT*, third parties or for consequences of events or circumstances, which were not foreseeable or avoidable in spite of care required.

1.19 The photographs of the sailboats, listed dimensions, quantity or any other piece of information about the services of the *ORGANISER* offers are informative and have a general nature. Because of the abovementioned, derivations of actual sailboats, objects or others components of any of the *ORGANISER* offers compared to the symbolic photos and pictures on the website www.rest-trip.eu or on others connected pages, are possible. All details about the services of *ORGANISER*, or about the subjects, objects and others components of the *ORGANISER* offers on the website www.rest-trip.eu or on any connected websites, cannot be legal standing for any kind of claim.

2. Application procedure

2.1 Application form is available on www.rest-trip.eu.

2.2 The *APPLICANT* is obliged, when registering as mentioned in sections above of these Terms and conditions, to list complete, precise and authentic information. In case if he/she provides incomplete, imprecise and unauthentic information, the *APPLICANT* is responsible for any and all damage, which is suffered by *ORGANISER* or any third party.

2.3 The *APPLICANT* will, after registration as in section 2.1 of this Terms and conditions, get on his e-mail address an e-mail with details of the selected *ORGANISER* offer, terms of payment and terms of third parties, with whom the *APPLICANT* concludes service contracts for the chosen *ORGANISER* offer.

2.4 The *APPLICANT* is obliged to provide *ORGANISER* with timely information, regarding any change of data, which are necessary for a successful application under the provisions of section 2.1 of these Terms and conditions or any other data, relevant for the performance of this contract.

2.5 Usage of promotional materials

The *APPLICANT* complies with being photographed and videotaped by official *ORGANISER* cameramen. *APPLICANT* also allows and complies with commercial and promotional usage of the before mentioned video material by *ORGANISER*.

2.6 Newsletter and privacy policy

The *APPLICANT* allows the usage of his/her personal data by *ORGANISER*, which commensurate with Slovene Personal Data Protection Act (Official Gazette of the Republic of Slovenia, no. 94/2007et al.) and with relevant European Directives and Regulations. The *APPLICANT* agrees, that *ORGANISER* can use the above mentioned *APPLICANT*'s personal data for statistical purposes, for market segmentation and for past customer behavior analysis, for contract compliance analysis, for sending of offers, commercial materials, *ORGANISER* and our partners event invitations and for written and web customer surveys and orders collection.

The above mentioned personal data can be used by *ORGANISER* unlimited until *APPLICANTS* written revocation to the contrary is received by *ORGANISER*. The *APPLICANT* holds all the rights according to the Slovene Personal Data Protection Act and relevant European Directives and Regulations.

3. Payment and pricelist

3.1 When *APPLICANT* applies on the www.rest-trip.eu he/she provides the necessary data and pays the full price within 2 days after the application for the selected *ORGANISER* arrangement.

The application is considered valid, only if the above mentioned steps are followed. If the *APPLICANT* doesn't pay the first tranche within 2 days of applying according to the section 2.1 of this document, the contract between *ORGANISER* and *APPLICANT* terminates immediately after the 2 days deadline.

3.2 The *APPLICANT* must comply with all the above mentioned payment deadlines. *ORGANISER* can, in case of default as a result of *APPLICANT*'S violation of the terms of this article, cancel the *APPLICANT* reservation of the chosen *ORGANISER* offer according to these terms.

3.3 Parties agree that *ORGANISER* is entitled to the payment as defined in the last article above, without reservations regarding *APPLICANTS* failure to contract with third parties, which perform the services representing any of the *ORGANISER* offers.

3.4. Parties agree, that *ORGANISER* is entitled to cost reimbursement for all costs, which arise from *ORGANISER* activities oriented to comply with the order from the article 2.1 of this terms without reservations regarding to success of the mentioned actions.

3.5 *APPLICANT* covers fuel expenses (fuel is paid on return to the marina, approximately 15€ per person), mooring and fees in other marinas, ports and anchorages according to the pricelists of local providers (average price for the whole week is approximately 30€ per person. The beneficiaries of all before mentioned amounts are local providers and not by *ORGANISER*.

ORGANISER do not cover and is not responsible for any additional costs, which is the result of the change in the program.

4. Cancellation of Contract due to the fault of APPLICANT

4.1 *ORGANISER* can cancel this contract without period of notice in the case of following defaults or failures to comply by the *APPLICANT*:

- In case of *APPLICANT*'S default of payment as a result of failure to comply with the due payment deadlines specified in section 3. of these Terms and conditions.
- In case of *APPLICANT*'S default as a result of failure to provide correct, timely and seamless data as specified in section 2.2. of these terms.

The parties agree, that in case cancellation is caused by one of the above listed cases of default and *ORGANISER* imburse any costs connected with complying with this contract, *ORGANISER* has the right to reimburse from the amount, that the *APPLICANT* has paid for the chosen *ORGANISER* offer.

4.2 The parties agree that this broker contract is terminated in the moment, when *ORGANISER*, arranges for the *APPLICANT* to come into contact with third parties, with whom the *APPLICANT* will enter into contracts regarding the services, which represent the chosen *ORGANISER* offer. The before mentioned broker contract is terminated under the terms of this article without reservation to *APPLICANT'S* actual success in contracting with the before mentioned third parties, if his failure to contract is a result of *APPLICANT'S* non-compliance with this terms.

4.3. The *APPLICANT* can cancel this contract. In case that *ORGANISER* imburse any costs connected with complying with this contract, *ORGANISER* has the right to reimburse from the amount that the *APPLICANT* has paid for the chosen *ORGANISER* offer. If the *APPLICANT* cancels this contract at least 40 days before the sailing commences, he or she can find a substitution and inform *ORGANISER* about the substitute person. *ORGANISER* will do its best, to replace the *APPLICANT* with his/hers substitute. Any substitution expenses are covered by the *APPLICANT*.

4.4. The Parties agree, that the term for successful termination of this contract is a written notice, which is sent via registered mail, except in case of cancelation from section 3.1 of these terms.

4.5. The Parties agree, that the *APPLICANT* is obliged to reimburse the *ORGANISER*, in case of his/her cancelation of this contract in inappropriate time.

5. Final Provisions

5.1 The Parties will settle any misunderstandings and disagreements regarding this contract in accordance with the principle of good faith. Parties will perform all obligations under these Terms in accordance with good management.

5.2 The Parties agree, that *ORGANISER* has the right to claim reimbursement from the *APPLICANT* in case of damage – arising from this contract or other damages, which result from any *APPLICANT'S* failure to comply with these Terms and any additional agreements between the Parties.

5.3 *ORGANISER* will, 7 days before sailing, provide the *APPLICANT* with detailed information regarding the services which represent the *ORGANISER* offer, which was chosen by the *APPLICANT*.

5.4 The Parties agree, that Slovene Law is applicable to these terms. In case that Parties cannot settle eventual disputes arising from these terms by common consent, the competent court for resolving all disputes between the parties is in Ljubljana, Slovenia.

Ljubljana, 1. 3. 2018