



POSTOJNSKA JAMA d.d.

Jamska cesta 30

6230 POSTOJNA

Slovenia

## **General Terms and Conditions That Apply to the Business Operations of the Company Postojnska jama d.d.**

### **I. Purpose**

As part of its business activities the company Postojnska jama d.d. (hereinafter referred to as 'the company Postojnska jama') provides services related to the sightseeing tours of some natural and cultural sites within the Municipality of Postojna. The general terms and conditions provide a foundation on which the provision of services by the company Postojnska jama is based, unless other arrangements have been made with an individual contracting partner. By accepting any service provided by the company Postojnska jama, visitors (individuals or legal entities) accept these General Terms and Conditions.

### **II. Services**

The services provided by the company Postojnska jama include organisation of tours of Postojna Cave, Cave under the Predjama Castle, Pivka and Black Caves, Otok Cave, Vivarium Proteus, Modrijan Sawmill, the EXPO Postojna Cave Karst exhibition pavilion and the Predjama Castle. The tours are organised as regular tours in accordance with the published timetables and special tours by prior arrangement. Special terms and conditions apply to visitors with disabilities both in relation to the tours (below) and the prices (Article 5). All tours of Postojna Cave are accompanied by Slovene-, English-, German- and Italian-speaking tour guides or offer the option of hiring audio guides in one of 17 different world languages. By prior arrangement French-, Spanish- or Croatian-speaking tour guides are also available. The exclusive right and responsibility for conducting organised sightseeing tours around the aforementioned sights is born by the professional staff, i.e. the operator's Tour Guide Service. If a site is visited by visitors who have their own guide (for the most part this includes (un)announced organised groups, travel agencies' day trip visitors, school groups, etc.), the group's guide shall not be permitted to guide, translate and/or eliminate members of the group from the cave guides' language group irrespective of the number of guests in their group and shall follow the instructions given by the Postojna Cave's Tour Guide Service in full. For the duration of the tour, the group guide's status will be changed from being a guide to being a visitor who follows the guides provided by the Postojna Cave's Tour Guide Service. Combined guiding services provided simultaneously by both a Postojna Cave guide and a visitor group's guide shall be possible only in exceptional cases and providing that a Postojna Cave guide has been hired in advance exclusively for an individual group.



The company Postojnska jama is also involved in hospitality- and commerce-related activities and organisation of various events.

The company Postojnska jama pays special attention to visitors with special needs, which has been attested by the golden certificates awarded to Postojna Cave and the Jamski Dvorec Mansion as disabled-friendly facilities. Visitors with disabilities who are in a wheelchair are able to tour Postojna Cave providing that they are able to move from their wheelchair onto the train that takes visitors around the cave, and that they are accompanied by a disabled person's companion. Visitors with disabilities who are in a wheelchair are recommended to stay on the cave train and only see the part of the cave toured by the train, in which case the cave can also be toured by visitors in electric wheelchairs. Visitors with disabilities can also go on a regular guided tour, as there are no steps within the cave, however, providing they are aided by a person accompanying them, who will help them get over the only higher ramp inside the cave; in this case, the wheelchair has to be foldable, so it can be transported into the cave. The number of visitors with disabilities including their companions during each tour is limited to 20 persons.

Within the area managed by the company Postojnska jama, nobody is allowed to provide any services without the prior consent granted by the operator in writing.

### **III. Tickets**

Tours of natural or cultural attractions and events can be attended on the basis of purchased tickets. Tickets can be purchased prior to the tour at ticket offices of the company Postojnska jama, online through the website [www.postojnska-jama.eu](http://www.postojnska-jama.eu), or based on an advance booking.

Visitors shall be allowed to enter the caves, the castle or attend any other tours only if they possess a valid ticket.

The ticket price shall not be refunded in the event of maintenance or reconstruction work being carried out on the site, or in the event of disturbance or damage caused by other visitors. The ticket purchase price shall likewise not be refunded:

- \* if a ticket has been stolen or lost,
- \* for tickets unused either in part or in full.

Visitor tickets are transferable and can also be changed (the latter will however be charged for), with the exception of tickets for tour guides and persons accompanying tour groups.

Tickets for Postojna Cave tours are only valid for cave tour times they have been purchased for.

The cost of a ticket change is EUR 5.00. The ticket price refund shall only be possible by means of a written application addressed to the management of the company.

Tickets shall be deemed used as soon as the ticket holders have gone past the ticket check point at the entrance.

Ticket forgery is a criminal offence and legal sanctions shall be imposed in accordance with the legislation in force.



#### **IV. Entitlement to Free Services**

Groups or trip organisers shall per group be entitled to free service provision for the guide (driver) of the group, providing a suitable ID document has been provided (a tour guide ID card or a driving licence, a travel agency badge). In the event that a group has no guide of its own, this may also be the person accompanying the group or a representative of the trip organiser.

Journalists, photographers, bloggers and vloggers may receive a free ticket for visiting attractions of the Postojna Cave Park upon submission of the application for accreditation and with an obligatory prior announcement (at least 3 working days before arrival). The applicant will be informed about the approval or rejection of a free service on the day before the foreseen arrival at the latest. In case of rejection, the applicant with the international press card may obtain a 20% discount on the price of tickets.

The use of the free service is non-transferable. If a group of fewer than 20 visitors is brought by the contracting partner, the partner shall not be entitled to any free services. If the guide has to accompany the user during the tour, the guide shall have to purchase tickets priced EUR2 for each individual service.

The price for the drivers' or tour guides' lunch is EUR6/person.

School groups shall be entitled to one free-of-charge service for the person accompanying a group – the teacher per 15 paid-for services.

The use of the free service is non-transferable.

#### **V. Timetables, Price Lists, Special Services Included in Price Lists**

Tour timetables are published on the website of the company Postojnska jama, in the price lists, at the ticket offices and in the printed publications.

Valid price lists have been drawn up for individual visitors and groups of visitors. Special discounts apply to visitors with disabilities\*. The price lists are published on the website of the company Postojnska jama, at the ticket offices and in printed publications.

If discounts apply to individual services, the discounts shall not be added up unless this has been explicitly specified.

##### **\* Terms and Conditions that Apply to Visitors with Disabilities**

All visitors with disabilities are entitled to a discount of 50%; a discount of 50% is also given to the person accompanying a visitor with disabilities. Each visitor with physical disability, irrespective of the degree of their disability, is during a Postojna Cave tour required to be accompanied by a companion.

All visitors with disabilities shall be obliged to prove their status with a disability certificate at the time of ticket collection.

School groups and other groups shall be entitled to a discount and shall qualify for the conditions that apply to visitors with disabilities providing that an advance booking has been made and a special tour time has been specified by the company Postojnska jama.



## **VI. Reservations, Cancellations**

Reservations for individual services shall be delivered to the reservations desk/service in writing (via email, fax, post, or through the online portal of the person/company making a reservation with a password) in Slovene, English, German, Italian or Croatian languages. In exceptional cases, and solely for tours of Postojna Cave and the Predjama Castle, a reservation can be made by telephone, but only for persons/companies that have a permanent business relation with the company Postojnska jama.

If an agreement on provision of services has been concluded, the reservation shall be confirmed providing the company placing a reservation has provided the following details: name and address of the agency, or the name and the surname, the title of the visitor – trip organiser, contact details, (telephone or fax number and email or postal address), the type of services, the date and time of individual services, the number of people.

Confirmation of a reservation shall include basic contact details of the company Postojnska jama, as well as: the type of the booked service, the date and time of individual services, the number of people, the language used by the guides (if necessary), payment terms, the reservation number and the date of the reservation confirmation.

Upon arrival at the ticket office or at the time of ticket purchase, groups for which a reservation has been made or whose arrival has been announced in advance shall be required to submit a confirmation of the reservation or basic details about the confirmed reservation, i.e. the reservation number, the name of the person/company that made a reservation, the name of the group and the name of the agency the reservation was made through, or a suitably completed voucher – an order form with all the necessary details: the tour date and time, the type of services and the number of people.

Postojna Cave tour tickets must be collected at the point-of-sale no later than 30 minutes prior to the selected tour time; in the event of failure to do so, the reservation shall no longer be valid and tour attendance shall be possible at the first next available tour time slot.

The person/company placing a reservation shall upon receipt of the reservation, or prior to the start of the provision of the service, be required to get familiarised with and adhere to the General Terms and Conditions of the company Postojnska jama and to the Rules on Execution of Safety Regulations in the Postojna and Predjama Cave Systems.

Reservations apply to services in accordance with the terms and conditions and the timetable listed in the written confirmation or the agreement and in accordance with provisions of Special Procedures in the Hospitality and Tourism Industries.

The persons/companies who have previously not entered into a contractual relationship with the company Postojnska jama shall at the time of reservation be required to pay a minimum of 30% of the service's price as a cancellation risk fee.

The services ordered may be cancelled by the user 2 (two) days before the agreed date at the latest. Later on, the services cannot be cancelled or the Postojna Cave does not return the purchase price for them. It is suggested to tourist agencies and travel organizers to make a prior agreement on cooperation. Partners, which do not have any concluded contractual relationship,



shall be obliged to pay 30% of the service value upon reservation as a risk of cancellation. For unutilized services, the Postojna Cave does not reimburse the purchase price.

### **School Groups**

Organised school groups shall be required to give notice of their arrival by means of a special electronic application form available on the Postojna Cave website in the 'School Groups' section.

### **Ordering and Cancellation of Food & Beverage Services**

The company Postojnska jama shall confirm the receipt of a reservation – an order for food & beverage services – in advance and in writing. The order confirmation shall include the name of the person/company placing the order, the name of the group, the reservation number, the type and number of meals, the service method and the time when the service is to be provided.

A cancellation of or a change to the previously booked food & beverage service on the spot by the guests, the travel agency or the leader of a group shall not be possible. However, it shall be possible for guests to cancel or change orders of bottled beverages as long as the bottles have not been opened.

Orders for food & beverage services for groups of guests can be cancelled no later than 24 hours prior to when the ordered food and beverages are to be served, unless otherwise agreed.

If a guest or a group of guests have not used the previously agreed food & beverage service, and the service has not been cancelled within the specified time, the guests shall be required to pay compensation in the amount of 50% of the price of the food & beverage service in question.

If fewer guests have been served food than the number of ordered meals and if the reservation for the remaining part of the order had not been cancelled within the specified time, the host shall be entitled to compensation in the amount of 100%.

If a food & beverage service has been provided to a larger number of guests than previously ordered, it shall be considered that the order has been changed to the number of guests that have actually been served and the actual number of guests served, i.e. the number of meals (of food and beverages) served, shall be charged for.

## **VII. Payment**

Services shall be paid for either in cash or with a credit card on the spot, or through a pro forma invoice in advance, unless other arrangements have been made with individual contracting partners.

The day of payment is the day when payment has been made by the guest or the trip organiser at the ticket office or when the company Postojnska jama has received payment in its bank account.

Payment shall be made in cash (in EUR, GBP and USD), by means of a debit or credit card (Maestro, BA, MasterCard, American Express, Diners, Visa, Karanta).



An online ticket purchase can be cancelled no later than 7 (seven) days before the planned tour. In this case, the company Postojnska jama d.d. shall refund 80% of the price. Cancellation with a refund after seven days shall no longer be possible, unless proof of one of the following justified reasons has been provided:

- a. an accident, unexpected deterioration in the health or death of the ticket buyer, which would make the tour in question impossible;
- b. a natural disaster which prevents the ticket buyer from travelling to Postojna Cave and/or Predjama Castle;
- c. summons from a judicial or administrative body which requires the ticket buyer's presence.

Each of the above grounds must be sufficiently proven; if the ticket buyer fails to do so, the company Postojnska jama shall reserve the right to not refund the ticket price. If a justifiable reason has been proven, the ticket buyer shall be refunded 80% of the price even if the cancellation of the purchase was made later than 7 days before the planned tour.

This applies to online purchases of all individual and combined tickets for all tours offered by the company Postojnska jama. The ticket buyers shall be bound by the general terms and conditions valid at the time of ticket purchase and shall be specifically informed about them during each individual online ticket purchase.

### **VIII. Complaints and Complaint Handling Procedure**

Visitors or trip organisers shall be obliged to inform the company Postojnska jama about any irregularities or shortcomings with regard to services on the spot and also put it down in writing immediately. If they fail to do so, it shall be considered that they agree with the provided service and shall thus not be entitled to making complaints at a later time. If it has not been possible to solve the cause of a complaint straight away, the visitors or trip organisers shall have to send a complaint in writing to the address of the company Postojnska jama within 30 (thirty) days and also submit proof that the complaint is justified.

Special prescribed complaint forms are available.

### **IX. Safety, Insurance of Visitors and Their Personal Belongings**

During tours of the sites managed by the company Postojnska jama, each visitor shall obey the instructions given by the company's employees and provisions of the Rules on the Implementation of Conservation Regulations in the Postojna and Predjama Cave Systems (hereinafter referred to as 'the Rules'), which are published on the website of the company and are - in a summarised version - also presented at the entrance to Postojna Cave and at the ticket offices. The following are some of the main prohibitions included in the Rules: disposing of waste inside the cave; destroying, damaging or removing any natural formations from the cave, making fire or smoking; bringing food into the cave or consuming it; bringing domestic animals into the cave (secured kennels are provided for pets). The Rules are in force and binding in their entirety. If employees of the company Postojnska jama believe a visitor's behaviour is not in accordance with the recommendations and instructions, and feel that the visitor in question is



disturbing other tour participants, they shall be entitled to preventing the visitor from continuing the tour, and the visitors shall not be entitled a ticket price refund.

Children aged 14 or under shall be able to attend tours providing they are accompanied by an adult.

Persons accompanying school groups shall be obliged to adhere to valid standards in relation to the required number of people accompanying groups.

### **Special Provisions Regarding Adventure Programmes**

Special tours are sightseeing tours that are not included in regular tour timetables and are listed in the price list. They include caving tours / trekking tours and adventure / team building programmes. Caving tours are intended mostly for individuals and adventure tours for closed groups.

They are carried out by prior arrangement and following a confirmed reservation. In special circumstances the company Postojnska jama shall reserve the right not to confirm or carry out a tour even if an advance notice of the tour has been given in time. For each of the programmes the following shall be listed: the age limit, the maximum and minimum number of participants, the required equipment. Equipment hire, whenever necessary, is included in the price of the service and shall be provided by the tour operator.

Special tours are partly carried out in sections of the cave systems that have not been set up as a show cave, which calls for strict adherence to the Rules on Execution of Safety Regulations in the Postojna and Predjama Cave Systems.

Each participant in special tours shall, prior to the start of the tour, be familiarised with the general terms and rules in detail. Each participant shall be required to sign the "Written Agreement on Participation in a Caving Tour" form. Children are only able to attend such a tour providing that a written consent has been given and that parents, guardians or adult persons accompanying them are present.

### **Insurance**

By purchasing a ticket, all visitors to attractions managed by the company Postojnska jama are provided with basic accident insurance for the duration of their stay within the area of the attraction in question. For this reason visitors shall be required to keep their tickets until they have left the car park.

In the event of an accident, the injured person shall be obliged to provide their personal details (a photocopy of a personal identity document) to the staff of the company Postojnska jama for the purposes of initiating the necessary proceedings or making a record of what has happened, in accordance with insurance policies. The injured person shall also be obliged to present the ticket which proves their presence at the place of the event in question.

### **Visitors' Personal Belongings**

The company Postojnska jama shall not be responsible for theft of or damage to the visitors' personal belongings.



The employees of the company Postojnska jama shall deal with visitors' lost and found objects in accordance with the provisions of the Law of Property Code.

A visitor who has lost an object shall be able to get the lost item back on the same day during the business hours from the guide on duty or at the ticket office.

A visitor who is able to prove the ownership of a lost item shall also be able to get it back at a later time by prior arrangement, either in person or by post (costs for the delivery shall be charged).

Any visitor who finds an item for which it is assumed it has been lost in any of the facilities managed by the company Postojnska jama shall be obliged to hand it over to the staff or leave it at the information desk.

#### **X. Photography and Video/Film Recording**

For the purposes of preserving the cave environment and ensuring safety, no flash photography, photography using a tripod or video/film recording shall be allowed within the caves of the Postojna and Predjama Cave Systems during regular cave tours. Visitors are also not allowed to audio or video record the tour guiding, as its content is the property of the company Postojnska jama. An advance notice and an agreement with the company Postojnska jama shall be required for photography and video/film recording for commercial and other purposes.

#### **XI. Parking and Use of Parking Facilities**

Visitors shall use the parking facilities managed by the company Postojnska jama at their own risk. The company Postojnska jama shall bear no responsibility for any damage caused during parking or for any other loss events. The parking fee shall be paid at the time of arrival or prior to departure at automated parking ticket machines, at the ticket office or to the authorised personnel, with the exception of buses.

The parking spaces are intended solely for the parking of motor and other vehicles and for carrying out any other activities related to the activities of the company Postojnska jama. Parking and other areas within the Postojna Cave Park are not intended for picnics, private parties, providing any food & beverage services, washing of vehicles or carrying out any other activities, unless a special agreement with the company Postojnska jama has been made. If visitors fail to follow the rules of conduct within these areas, the operator shall reserve the right to ask the violators to leave the Park and, if they fail to do so, to inform the police.

#### **XII. Surveillance**

For the purpose of providing the highest possible level of security for both visitors and the property, video surveillance shall be carried out within the areas of the Postojna Cave Park and the Predjama Castle. The operator has suitably marked the surveillance by means of visible and clearly displayed notices.





### **XIII. Protection of Personal Data, Photography**

Acquisition, storage and processing of visitors' personal data, provided to the company Postojnska jama by the visitors themselves, shall be carried out solely on the basis of visitors' written agreement and in accordance with the provisions of the Personal Data Protection Act.

Personal data may be used for the purposes of statistical analysis, sending out offers and invitations to events, as well as for phone, written and electronic surveys. Visitors may request that the company Postojnska jama stops using their data for the purposes of direct marketing at any time in writing.

The company Postojnska jama shall not pass the obtained personal data on to a third party under any circumstances, unless this has been ordered by the competent authorities.

Before a Postojna Cave tour, visitors can agree to have photographs of themselves taken with the intention of later purchasing them. Visitors are not entitled to any compensation for this. Visitors who do not wish to have photographs taken should enter through the rightmost entrance, i.e. have their tickets validated at ticket validation machine No 3 (three), where no photographs are taken. The taken photographs are displayed on the display boards at the exit and are available for sale; purchase of the photographs is completely voluntary and a receipt is issued for each purchase. The photographs are kept until visitors leave Postojna Cave and the unsold ones are immediately destroyed and removed from digital media. The photographs are taken by the company Postojnska jama d.d.

### **XIV. Other Service Providers inside the Postojna Cave Park**

Inside the Postojna Cave Park, there are some other providers of food-and-beverage and retail services that are not managed by the company Postojnska jama d.d.

### **XV. General Provisions**

The general terms and conditions shall apply from the date of signature and the date of publication on the website [www.postojnska-jama.eu](http://www.postojnska-jama.eu). The company Postojnska jama shall have the right to make amendments to the terms and conditions at any time without prior notice.

Any disputes between the parties shall be resolved under the jurisdiction of competent courts in the Republic of Slovenia.

POSTOJNSKA JAMA d.d.

Chairman of the Management Board

Marjan Batagelj



**POSTOJNSKA JAMA, D. D.**  
Jamska cesta 30, 6230 Postojna  
Slovenija

Postojna, 6 August 2021