

# General Terms and Conditions

# **Contracting parties**

The contracting parties are Chateau Ramšak, vineyard glamping resort (hereinafter referred to as "Resort") and the guest. If a third party has placed an order on behalf of the guest, then the third party in question together with the guest is liable to the Resort for all the obligations under the contract based on a joint guarantee.

#### The conclusion of the contract

The contract is concluded when the Resort receives the guest's written confirmation or a reservation by our booking system and when the Resort sends the confirmation of reservation to the guest. Meaning, the guest completely accepts the General Terms and Conditions of Business. Our offer for accommodation does not means a booked room.

The guest must confirm the received offer with key information and pay an advance payment of 70% of the total reservation in case of 7 days or more until the guest arrival and 100% of the total price in case of 7 days or less until the guest arrival. For reservations made in Season 1, Season 2 or New Year's Eve season, regardless of the time until the arrival of the guest, the guest is charged or must pay an advance of 100% of the total price of the reservation immediately. Guests who book through the online booking system will be charged the amount in accordance with the general terms and conditions. If the guest has no available credit card or the transaction is not successful, the guest must make a transfer of the amount within payment deadline set by the reception in order to confirm the reservation.

On the basis of the payment, guest receives a confirmation of the reservation that guarantees his stay at the Resort.

# **Legal provisions**

Glamping Ltd. will, in the website design, rigorously strive for accuracy and promptness of the information on its website, but it cannot guarantee that the site is exempt from any malfunction or anomaly. All users use the published content at their own risk. Neither Glamping Ltd. nor any other legal or natural person that participated in the creation and website design may therefore not be held responsible for damages resulting from access, total or partial impossibility to use the site and for any errors or differences in its content.

Glamping Ltd. is also not responsible for offers published on other portals, websites, agencies, partners, etc. with which a cooperation agreement has not been signed.

Glamping Ltd. reserves the right to change the contents of the website at any time, by any means and regardless of the reason without prior notice. In doing so, it does not assume any responsibility for any consequences of such changes.



# Currency

All the listed prices are in Euro (€ / EUR) and include VAT.

#### Reservations

The guest can make a reservation by emailing <a href="reservations@chateauramsak.com">reservations@chateauramsak.com</a>, by phone +386(0) 40 628 303 or/and in person at the reception of the Glamping Resort. The guest can also make a reservation through our online booking/reservation system at www.chateauramsak.com or Web portals, which Glamping Ltd. cooperates with. The demand and supply only do not count as a confirmed reservation. The essential requirement for your registration to be valid is the reservation or offer confirmation. If we do not receive your confirmation, it is considered that the reservation was never made. We may use your information to further communicate with you.

# Online booking / reservation system

In case of booking through online reservation system, the guest agrees to the General terms and conditions of reservation and consequently also to the General conditions of the resort. In the event of a reservation through a Web portal, the guest agrees to the reservation - related terms and conditions of the Web portal and consequently also to the general terms and conditions of the Resort.

# Taxes and service charges

VAT 9.5 % is included in price.

Accommodation tax is 2€ per person per day. Based on this, there is additional promotion tax, which adds up to 0.50€. Total of both taxes is 2.50€ per person per day.

If the client is entitled to pay accommodation tax in amount of 50% (e.g. children from 7 till 18 years), it sums up to  $1 \in$  per person per day. Based on this, additional promotion tax adds up to  $0.25 \in$ . Total of both taxes is  $1.25 \in$  per person per day.

Children up to 7 years of age and persons from 27<sup>th</sup> article of ZSRT are entitled to the payment of accommodation and promotion tax.

VAT for accommodation and promotion tax is not calculated based on the law in Slovenia (paragraph 6c., article 36 of ZDDV-1).

Accommodation and promotion taxes are not included in the price.

# Reservation change (does not include the reservation cancellation)

The guest can change a reservation only by emailing at reception@chateauramsak.com.

Guests who change their reservation at any time before the arrival by upgrading it (by adding nights, rooms, and changing names) do not pay any additional expenses. All changes are subject to availability.



For any other reservation changes (change of date of arrival, reducing the number of overnight stays or rooms, adding the number of people, etc.), the following rules apply:

- For reservation changes received 14 days or less before the arrival, costumer must pay the rest of 30% of the total reservation price and also possible price difference in case if new reservation is for another (higher) season. We have the right to charge extra costs in the amount of 20% of the price of the reservation.
- Reservation change is only possible considering the availability and earlier individual agreement with the Glamping Ltd. representative at <a href="mailto:reception@chateauramsak.com">reception@chateauramsak.com</a>. We have the right to charge extra costs in the amount of 20% of the price of the reservation.
- It is not possible to change the reservation in Season 1, Season 2 and New Year's Eve.

All requested reservation or any other changes must be approved in writing by the Glamping Ltd. representative at <a href="mailto:reception@chateauramsak.com">reception@chateauramsak.com</a>.

#### The cancellation of reservation

The cost of cancellation de**pends** on when Chateau Ramšak Glamping resort receives the cancellation note. The cancellation of reservation is possible only by emailing <a href="mailto:reception@chateauramsak.com">reception@chateauramsak.com</a>.

#### The minimum cancellation costs are as follows:

- The guest can cancel free of charge up to 30 days before arrival (not valid for season 1, season 2 and New Year's Eve season).
- In case of cancellation within 30 days before arrival and up to 1 day before arrival until 10.00 am, the guest will be charged an amount of 70% of the total price (does not apply to season 1, season 2 and New Year's Eve season).
- In case of cancellation 1 day before arrival after 10.00 am and in case of no-show, the guest will be charged 100% of the total price.
- In case of a shorter stay, the full cost of the remaining days of the stay will be charged.
- Free cancellation in season 1, season 2, New Year's Eve season is not possible. The guest is charged the full cost of the reservation.
- Local accommodation time (CEST) is given.

#### No-show

If the guest does not check in at the resort on the day of arrival, the guest will be charged after the official check-in time at the resort in accordance with the cancellation policy, meaning 100% of the total cost of the reservation.

## In case of force majeure

In case of force majeure such as e.g. illness, accident, war, earthquake, epidemic or pandemic we do not return the already paid or in accordance with the general conditions already charged or paid funds.



Your reservation is safe with us. If we are unable to provide you with a stay due to the closure of the resort, we will issue you a voucher, which you can use on another occasion.

# **Payment**

# Online booking/reservation system

After you confirm your reservation, you will be required to enter your personal information and the details of your valid credit card in order to confirm your reservation. By doing this, you agree that we will charge your credit card in accordance with the General Terms and Conditions.

You will be charged a prepayment of 70% of the total price in the 7 days or more before arrival and 100% prepayment of the total price 7 days or less before arrival. The reservation in Season 1, Season 2 and New Year's Eve is non-refundable. Guest will be charged 100% of the reservation price at time of reservation.

# Booking / reservation via email

When the guest confirms the reservation, he needs to pay a deposit in the amount of:

- **70%** of the total price in the **7 days or more** before arrival
- 100% of the total price 7 days or less before arrival
- 100% of the total price in Season 1, Season 2 and New Year's Eve

The reservation in Season 1, Season 2 and New Year's Eve is **non-refundable**. Guest will be charged 100% of the reservation price.

# Payment deadline:

- For reservations up to **7 days or less** before arrival, payment is required within **24 hours** after receiving the pro-forma invoice or bank details.
- For reservations **7 days or more** before arrival, payment is required within **48 hours** after receiving the pro-forma invoice or bank details.

If we do not receive a payment within the specified deadline, we have the right to cancel the reservation.

The deposit must be paid in accordance with the rules to the bank account of Glamping Ltd.

The bank account of the company:

GLAMPING D.O.O., TRŽAŠKA CESTA 65,2000 MARIBOR, SI – SLOVENIA EU. IBAN SI56 6100 0001 3717 214, BANK: DELAVSKA HRANILNICA D.D. LJUBLJANA, BIC: HDELSI22

# Service

The basic service is bed and breakfast served on a private terrace of the accommodation.



Additional services are: Wine tasting with a guided tour of the surrounding selected wine cellars and transport outside the resort, Prestigious wine massages, Mini bar, Offer on GLAMP ISLAND (food and drink), Organized transport, Excursions, Additional activities, Decoration packages for special occasions, etc. they are charged additionally according to the valid price list and settled upon checkout of the guest from the resort.

# The price includes the following

Price per night / Per accommodation / Breakfast included and served on your private terrace (classic, vegetarian, vegan, gluten free) / Welcome drink / Private outdoor hot tub / Private terrace / Towels / Bed linen / Bathrobes / BIO Body care products / Hair dryer / Coffee machine with bio capsules / Water heater / Final room cleaning / Free Wi-Fi access / Air conditioning / Heating, TV / Safe / Free Parking.

# Check-in / check-out

Check-in: from 14:00 (2PM) – 18.00 (6PM) in Season 2 and Season 3, from 15:00 (3PM) – 20.00 (8PM) in Season 1 and Season New Year's Eve.

Check-out: from 8:00 (8AM) - 10:00 (10AM).

The reserved accommodation is kept for the guest until 20:00 (8PM) in Season 1 and until 18:00 (6PM) in Season 2 and Season3 on the day of arrival.

In the event of a late arrival, the guest must inform the Resort in advance – not latest than 18:00 (6PM) in Season 1 and not latest than 17:00 (5PM) in Season 2 and Season 3 on the day of arrival. If the guest fails to inform the Resort about it in time, the Resort is not obliged to keep the reserved room for the guest and is also entitled to charging the guest with the cost of a no-show.

Early check-in is possible at 12PM (only upon prior request): 30 €

**Late check-out** is possible according to availability and agreement with the Resort manager – up to 1hour max. Each additional hour is charged 30€. After 13:00 (1PM) the price for an overnight stay is charged.

#### Check-in

For security reasons, guests are required to present a valid personal document (identity card, passport or drivers' license) at the time of check-in. Based on Slovenian law regarding Application of accommodation, we are obligated to report temporary accommodation within 12 hours for all guests staying at the resort.

#### **Travel documents**

Guests are liable for presenting nationality certificate in the form of a valid passport and other documents required for travelling. The guests must consult their travel agent, airline or competent



national authority about the required documents. If guests fail to present the required documents, they can be denied entry/arrival. Glamping Ltd. is not liable for obtaining and keeping the necessary travel documents.

#### An extra bed

An extra bed is available in the glamping tent M and a Tree house accommodation at the cost of 50€ per day.

Extra bed means an extra (fifth) person. The price includes breakfast, towels, bathrobe, cosmetics for personal care and the rest of the basic offer of bed and breakfast service at our resort.

#### Children and extra beds

All children are welcome.

- All children under 2 years of age have free use of a baby crib. A baby crib is available only in the glamorous tent M and/or the Tree house.
- All children including and over three (3) years of age and adults pay an extra charge of 50€ per day for using an extra bed with breakfast included.

Room capacity: maximum 1 extra bed. An extra bed is available **only** in the glamorous tent M and the Tree house for a cost of 50€ per day.

## Extra bed or baby crib is not available in tent S.

- Children under two (2) years of age can stay with an adult in tent S, but only upon prior request and confirmation by resort's reception desk at <a href="mailto:reception@chateauramsak.com">reception@chateauramsak.com</a> at additional cost of 25€ per day.
- Children between two (2) and three (3) years of age can exceptionally stay with an adult in tent S, but only upon prior request and confirmation by resort's reception desk at <a href="mailto:reception@chateauramsak.com">reception@chateauramsak.com</a> at additional cost of 50€ per day.

A free high chair is available in every type of the accommodation.

# The children sleep in the same bed with their parents/adults.

All types of extra beds, children's beds (baby crib) and a high chair are available upon request of the guest and must be confirmed by the Resort at <a href="mailto:reception@chateauramsak.com">reception@chateauramsak.com</a>.

# Wi-fi

Wi-fi is available in the resort and also at guest accommodation and is free of charge. It is forbidden to transfer large amounts of data that could affect internet connection.

# **Pets**

Pets are not allowed at the resort.



## **Smoking**

Smoking inside of the tents is prohibited. Guests are allowed to smoke outside at the resort.

# **Parking**

A free parking place is available to our guests. The Resort is not responsible for vehicle safety, damage to vehicles or the objects stored in the vehicles.

# **Damage**

The Resort reserves the right to charge for any damage caused to the guest's room or the resort during the guest's stay at the resort, or for any items that are missing in guest accommodation.

# Inappropriate behavior

In the event of improper behavior that would cause any damage, early departure of another guest due to inappropriate behavior or need additional cleaning of guest accommodation or at the resort the guest will be charged the value of the damage incurred or the cost of additional cleaning or business damage in the event of a factitious behavior.

# Exclusion of liability (wooden paths, tree houses, etc.)

Guests accept and agree to follow all posted safety precautions concerning the wooden paths, tree houses, the natural pond and suspension bridges. Guests are held responsible for and discharge the resort and its staff from all liabilities, claims, lawsuits, compensations, costs and/or expenses, which may arise out of or are in any way connected to the guest's use of the wooden paths, swing at Glamp Island, water surfaces, trees, accommodations and Tree house. Guests understand and acknowledge that this exclusion of liability includes lawsuits based on negligence and/or actions or inactions of the resort and its staff. Accordingly, the notice is provided herewith in advance. The travel agency and/or travel guide is obliged to submit a copy of this notice (Exclusion of liability) to the guests.

This also applies to the Tree house, tents on the terraces, all the bridges with wooden paths, swing at Glamp Island, water surfaces, trees, accommodations and Tree house. Tree houses have a balcony/a terrace, where guests can relax in peace and silence. The tree house has a terrace and guardrails (like on balconies in hotels). Chateau Ramšak is therefore not liable for any actions that are contrary to the Resort's rules, e.g. guests sitting on the balcony guardrails, or even climbing over the rails, removing the protective fence on the Tree house or otherwise changing the protection at the resort.

# **Gift certificates**

When using a gift certificate, the original gift voucher must be submitted upon check-in at the reception desk. Photocopies or transformations of gift certificates are not permitted and are not valid. The gift voucher is valid until the expiration date indicated on each individual gift certificate. If the date of validity is not recorded on a gift voucher, the gift certificate is considered to be valid for one year from the date of issue. In case the gift voucher is not used during its validity, it is stolen, lost or destroyed, its user is not entitled to monetary reimbursement or compensation in any form whatsoever.



A valuable voucher can be used as a type of payment for any service, food or drink available at the resort. A service voucher can only be used for the service listed on the voucher, the unused part of the service cannot be compensated for another service.

When replacing a gift certificate for the use of a lower value service, the customer is not entitled to any compensation with price difference. When replacing a gift certificate for higher value coupons, the customer must pay the difference.

The reservation change is only possible once:

- 30 days or more before guest arrival in season 3.
- Reservation change in Season 1, Season 2 and New Year's Eve is not possible.

The change of term is possible only on the basis of availability and prior individual agreement with Glamping d.o.o. representative by e-mail: <a href="mailto:reception@chateauramsak.com">reception@chateauramsak.com</a>.

We have the right to charge extra costs in the amount of 20% of the price of the reservation

\* Holidays and special dates are season 1 or. New Year's Eve season (minimum number of nights = 2): from 23.12.2020 to 29.12.2020 - season 1, 30.12.2020 to 02.01.2021 - New Year's Eve season, Valentine's Day from 12.02.2021 to 14.02.2021, Easter holidays from 02.4.2021 to 05.4.2021, Labor Day from 30.04.2021 to 02.05.2021, Statehood Day from 25.06.2021 to 27.06.2021, from 24.12.2021 to 29.12.2021 - season 1, 30.12.2021 to 02.01.2022 - season New Year's Eve.

## Early departure from the resort

The Resort is not expected to return any money to the guest if the guest decides to leave the resort earlier. The Resort management approval is required in the case of potential exceptions that pertain to the reason for early departure.

# The applicable law

The Slovenian legislation applies to the General terms and conditions. The contracting parties agree to the exclusive jurisdiction of the Slovenian courts.

#### **Consideration of local laws**

Guests are responsible for showing their knowledge, acknowledging and respecting local laws and regulations at the destination, while the staff at the resort is not responsible for informing or alerting guests about laws and/or regulations at the destination.

# **Privacy protection**

Glamping Ltd. shall protect all the acquired website visitors-related data in accordance with the Personal Data Protection Act and other Slovenian and European legislation. By sending personal information via an informative form, the website visitor agrees to the use of data for Glamping Ltd. internal statistical needs and data processing. In doing so, the company commits to not forwarding data to third parties or companies with the objective of commercial exploitation of personal data. The website visitor voluntarily gives out his personal information and allows Glamping Ltd., Tržaška cesta 65, 2000 Maribor (user of personal data) to collect, use and process his personal data (that is collecting,



obtaining, entering, editing, storing, customizing or modifying, recalling, inspection, use, disclosure by transmission, communication, propagation or other making at one's disposal, classification or linking, blocking, anonymization, deletion or destruction), in particular for the following marketing communication purposes: segmentation, labelling, consumer profiling, passing of the offers, advertising material and communication via mail, email, phone, text message (also for the purpose of remarketing - in the way of targeted ads via e-mail and/or social networks) in accordance with the Personal Data Protection Act.

The website visitor personal data may be stored and used by the company until a written cancellation. The website visitor agrees his personal data is used for the purposes of direct marketing (as defined previously) for an unlimited period of time or until he requests cancellation. Every website visitor has the right to inspect, copy by hand, copy, update, correct, block and delete personal data relating to him. At the time of check-in, the guests are required to present their respective personal documents.

#### Data use

Glamping Ltd. shall protect all the acquired guest related data in accordance with the Personal Data Protection Act. By accepting the offer, the guest agrees to the use of the data also for the purposes of statistical processing and notification of the resort's deals. If the guest refuses data use, this can be noted when registering.

#### **Valuables**

The Resort is liable for the personal belongings brought onto the resort premises by the guests in accordance with legal provisions only if the damage is related to the breach of duty by the Resort. It is recommended the guests keep their valuables in the safe.

## Rules on the use of automatic aircraft

For the sake of safety and respect for the privacy of guests, it is prohibited to use automatic aircraft or drones and aircraft models for recreational purposes.

# Use of the barbecue and other cooking devices

It is not allowed to have an open fire at the resort. It is also not allowed to cook, grill or prepare your own food in any other way.

Outside food and/or beverages are not permitted in the resort. In case of non-compliance with the rule, the resort is entitled to charge a fee of 15 € / product.

# We accept credit cards

Maestro, Mastercard, Visa, Union Pay, JCB