



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.**

### **1. Purpose**

As part of its business activities, the company Postojnska jama d.d. (hereinafter referred to as **'the company'**) provides services related to the tours of natural and cultural sites, and other tourist attractions. The General Terms and Conditions provide a basis for the provision of these services by the company, unless other arrangements have been made with an individual contracting partner. By accepting any services provided by the company that are the subject of these General Terms and Conditions (Article 2), visitors (private individuals or legal entities) also accept these General Terms and Conditions.

An integral part of these General Terms and Conditions are the Rules on the Execution of Safety Regulations in the Postojna and Predjama Cave Systems, which are published on the company's website. Every visitor to the sights that are part of the Postojna and Predjama Cave Systems must familiarise themselves with these Rules and adhere to them.

### **2. Services**

#### **Organisation of Sightseeing Tours**

The services provided by the company include organisation of tours of Postojna Cave, Cave under the Predjama Castle, Pivka and Black Caves, Otok Cave, Vivarium Proteus, Modrijan Mill and Sawmill, the EXPO Cave Karst exhibition pavilion, the Predjama Castle, the Secret Rooms of Hotel Jama and other attractions advertised on the company's website (combined the listed attractions are hereinafter also referred to as **'attractions'**). The tours of these attractions are organised as regular tours in accordance with the published tour timetables and as special tours by prior arrangement.

All tours of Postojna Cave are as a rule accompanied by Slovenian-, English-, Italian- or German- speaking tour guides or offer the option of hiring audio guides in one of several available world languages. By prior arrangement French-, Spanish- or Croatian-speaking tour guides are also available.

#### **Other Services**

In addition to organising sightseeing tours, the company is also involved in hospitality- and commerce-related activities and organisation of various events.

The company also offers accommodation, however, these General Terms and Conditions do not apply to accommodation-related service, which are subject to the Accommodation General Terms and Conditions (published on the company's website).

Within the area managed by the company, no one is allowed to provide any services without a prior written consent given by the company.

The Postojna Cave Park area includes a bus stop and a cave train station; the range of services offered by the company has been adapted to this.

### **3. Definitions**

**The company:** in these General Terms and Conditions, 'the company' refers to the company Postojnska jama d.d., Jamska cesta 30, 6230 Postojna.

**Services:** in these General Terms and Conditions, 'services' refer to tours of the **attractions** listed in Article 1 of the General Terms and Conditions, to events (such as the Living Nativity in Postojna Cave) and food & beverage services.

**A guest/visitor:** in these General Terms and Conditions, 'a guest/visitor' refers to any private individual or legal entity that is provided with the company's services that are the subject of these General Terms and Conditions.

**Group visitors** are visitors that part of a group of 20 or more people (in exceptional cases, a group may consist of fewer people if this has been previously agreed with the company) who have booked the company's services in accordance with these General Terms and Conditions. Other visitors are **individual visitors**.

**A group guide** is a person who has a relevant license to perform this activity.

**A group driver** is a person who has a relevant license to perform this activity.

**A ticket office** is the company's point of sale where visitors can buy or collect physical tickets.

### **4. Visitors with Disabilities**

The company pays special attention to visitors with special needs, as evidences by the golden certificates awarded to Postojna Cave and the Jamski Dvorec Mansion as disabled-friendly facilities. **Visitors with disabilities who use a wheelchair can 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 person tending to them. Wheelchairs are advised to only see the part of the cave toured by 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, 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 tour companions during each tour is limited to 20 persons.

Persons with disabilities are subject to special price-related conditions, as set out below in these General Terms and Conditions.

#### **5. Tour Guiding**

**An exclusive right and responsibility for guiding visitors around the aforementioned tourist attractions is born by the professional staff, i.e. the company's Tour Guide Service. If an attraction is visited by a group of visitors who have their own guide (such as organised groups, school groups etc.), the group's guide will not be permitted to guide, interpret and/or eliminate members of the group from the cave guide's language group regardless of the number of guests in the group and will have to 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 a guide to a visitor, who is guided by a member of the company's Tour Guide Service. Combined guiding services provided simultaneously by both the company's tour guide and a group guide is possible only in exceptional cases by prior arrangement and providing that the company's tour guide has been hired in advance exclusively for an individual group.**

#### **6. Tickets**

A ticket is required to tour attractions/attend events. **Individual tickets** can be purchased prior to a tour at the company's ticket offices or online through the company's website [www.postojnska-jama.eu](http://www.postojnska-jama.eu). Tickets for special tours (Article 15 of these General Terms and Conditions) can be purchased on the basis of a booking confirmed by the company and tickets for **group visitors** can be purchased on the basis of an advance booking confirmed by the company in line with Article 5 of these General Terms and Condition.

Visitors are allowed to enter the attractions/attend events only if they possess a valid ticket.

Tickets are considered 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 are imposed in accordance with the applicable legislation.

The price of the ticket includes basic accident insurance. For this reason, visitors are required to keep their respective tickets for as long as they are within the area managed by the company.

Tickets are transferable with the exception of the tickets for free and discounted services referred to in Article 8 of these General Terms and Conditions.

If a tour time slot has to be chosen at the time of the purchase of a ticket for attractions/events, the ticket is valid only for the selected tour time.

Visitors with Postojna Cave tour tickets must be at the Postojna Cave entrance no later than 15 minutes before the selected tour time specified on the ticket. If they fail to do so, the company is unable to guarantee them a tour of Postojna Cave at the specified time.

Any resale, distribution or commercial use of the tickets is prohibited unless a prior written consent has been granted by the company. Violations of these Terms and Conditions will be considered a misuse and the company reserves the right to take legal action, including prevention of access to the website and cancellation of the tickets without refunding the purchase price.

#### **7. The Terms of Ticket Refund and Exchange for Individual Visitors**

**A purchased ticket cannot be returned and no refund can be requested** (also applicable if the facilities are undergoing maintenance or remodelling work or if there has been a theft, disruption or damage caused by other visitors; if the ticket was stolen or lost or partially/fully unused), except in exceptional instances. A refund of 80% of the ticket price may be requested in the following exceptional cases, providing that the customer can prove the occurrence of one of the following events:

- 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 or the occurrence of another extraordinary event, such as war, which prevents the ticket buyer from travelling to the attraction.

The tour time for Postojna Cave tour tickets purchased online can be changed or cancelled online no later than 30 minutes before the selected Postojna Cave tour time. Up until 24 hours before the scheduled tour, the tour time change/cancellation is free of charge. Later than that, the tour time change fee is EUR 2 per ticket. Less than 30 minutes before the tour time, the change can no longer be made online, but only at the Postojna Cave Park ticket office – in this case, the change/cancellation fee is EUR 5 per ticket.

In the event of a cancellation of Postojna Cave tour ticket in line with the previous paragraph, the ticket price is not refunded; instead, the ticket buyer received a voucher, which can be used in accordance with the company's instructions and is valid for one year.

#### **8. Entitlement to Free and Discounted Services**

**Visitor groups or trip organisers** are entitled to one free ticket to a tourist attraction visited by the group. The free ticket can be used by the group guide or the group driver, providing that a suitable ID document has been provided (a tour guide ID card or a driving licence, a travel agency badge). If the group needs to be accompanied by an additional guide during the tour, the company can approve a ticket price of EUR 2 for each individual tour.

A group is a company of 20 or more visitors. If a partner brings a group of fewer than 20 visitors, the group is not entitled to this free service, unless other arrangements have been made with the company.

A group is entitled to one free lunch for the group guide or the group driver. For an additional lunch for the group guide or the group driver, the company may approve a price of EUR 8/person.

**School groups** are entitled to one free service for the person accompanying the group (teacher) per 15 paid such services.



**Journalists, photographers, bloggers and vloggers** can get a free ticket to see the attractions providing that they submit a press pass application and give advance notice (at least 3 working days before their arrival). The applicants will be notified whether the free service has been granted at least a day before the scheduled arrival. If their application is rejected, the holders of the international press card can claim a 20% discount on the ticket price.

The company reserves the right not to offer free and discounted services in individual cases. The use of free and discounted services is non-transferable.

#### **Conditions for Persons with Disabilities**

Each visitor with disabilities is entitled to a 50% discount, as is a person accompanying a disabled person. **Regardless of the level of their physical impairment, visitors with reduced mobility must be accompanied by an aide during a Postojna Cave tour.**

All visitors with disabilities are required to show proof of their status when they collect their tickets.

School groups and other groups consisting of people with disabilities qualify for a discount and their visit is subject to Conditions for Persons with Disabilities providing that they make a reservation and a special tour time slot is specified by the company.

#### **9. Timetables, Price Lists, Special Services Listed in Price Lists**

Tour timetables and opening times of the attractions are published on the company's website, at the ticket offices and in printed publications. The company reserves the right to change the advertised tour timetables and opening times at any time.

The current price lists have been prepared for individual visitors and groups of visitors. The price lists for individual visitors are published on the company's website, at the ticket offices and in printed publications. The current price lists for group visitors are available on request from the company. Special discounts apply to visitors with disabilities (see above). **The company reserves the right to change the tour timetables and opening times at any time.**

If discounts apply to individual services, individual discounts cannot be combined unless this has been explicitly specified.

#### **10. Reservations, Cancellations of Services for Group Visitors**

Group visitors (a group of 20 or more people) are required to make a reservation. The terms and conditions from the price lists for group visitors apply providing that a group has booked a service at least three days before their arrival (before the service is provided).

In the event that a client has failed to settle all due financial obligations to the company in time, the terms and conditions from the price lists for group visitors do not apply.

When it comes to clients who do not have a contractual relationship with the company, the company may request a pro forma invoice payment or payment of a minimum of 30% of the total price as a cancellation risk fee at the time of the booking.

The reservation is valid for services according to the terms and conditions, and the timetable specified in the written reservation confirmation or agreement.

The company retains the right not to provide reserved services to the client in exceptional circumstances. The client will be informed accordingly 2 (two) days before the day the services were booked for. In such case, the client is only entitled to the reimbursement of amounts already paid and is not entitled to claim the reimbursement of any damages and/or additional amounts whatsoever.

The company advises travel agencies and organisers to conclude a prior partnership agreement.

##### **a) Reservations and Cancellations of Tours**

Clients' requests for reservations of individual services must be sent to the Reservations Office in writing (via email, fax, post, or through the clients' online portal with a password) in Slovenian, English, German, Italian or Croatian languages. In exceptional cases, and only for tours of Postojna Cave and the Predjama Castle, a reservation can be made by telephone, but only for clients who have a permanent business relationship with the company.

A reservation request will be confirmed providing that the client has provided the following details: name and address of the travel agency, or the name, surname and 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 and **information about the guide who will be accompanying the group (name and telephone number).**

In addition to the company's basic contact details, a reservations confirmation shall include the following: the type of the services booked, the date and time of individual services, the number of people, the language for the tour-guiding service (if applicable), the 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 are required to provide a reservation confirmation or basic details about the confirmed reservation, i.e. the reservation number, the client's name, 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.

Before the booked service is provided, the client who made a reservation is required to get familiarised with and adhere to the company's General Terms and Conditions and to the Rules on the Execution of Safety Regulations in the Postojna and Predjama Cave Systems. They are also obliged to inform their customers, i.e. visitors who will use the purchased tickets, about said terms and rules.



Tours of attractions booked in accordance with this subchapter (10a) **can be cancelled by the client no later than 2 (two) days before the booked date.** If the services booked in accordance with this subchapter (10a) are cancelled later than this or in the event of a no-show, the company will **charge 80% of the price of these services.** The only case this does not apply to is if the cancellation within the period specified in this paragraph was not possible due to force majeure, i.e. a natural disaster or another extraordinary event, such as war, which prevents the client from organising travel to the attraction in question. The client shall inform the company about the occurrence of force majeure immediately; if they fail to do so, they will be unable to claim this as a reason for cancellation.

**Postojna Cave tour tickets must be collected at the ticket office no later than 30 minutes before the booked tour time;** in the event of failure to do so, it is **possible to change the tour time free of charge** no less than 30 minutes before the booked tour time by prior arrangement with the Reservations Office or the ticket office – subject to availability. Later than that, a free change of the tour time is no longer possible; in the event of a late arrival, the reservation is considered cancelled. If visitors are late collecting tickets for a certain tour and the tour is now full, they can tour the cave at the next available time. In this case, the company reserves the right to charge a tour time change fee, which is EUR 5 per reserved ticket. In case of non-use of the Postojna Cave tour service, the terms and conditions from the previous paragraph apply.

To avoid any ambiguity, the purchase of tour tickets through the company's website is not considered a reservation of tours and is thus not subject to the rules set out in this chapter.

#### **School Groups**

Organised school groups are required to give notice of their arrival by means of a special electronic application form available on the company's website in the 'School Groups' section or by email.

#### **b) Reservations and Cancellations of Food & Beverage Services**

The reservations of food & beverage services must be confirmed in writing by the company in advance. A written confirmation must include the name of the client, the name of the group, the reservation number, the type and number of meals, the type of service and the date of execution.

**An order of food & beverage services in accordance with this subchapter (10b) can be cancelled no later than 72 hours before the service is to be provided,** unless otherwise agreed.

If the client's guest or a group of guests **did not use the ordered food & beverage service and the service was not cancelled within the period specified above, the client shall pay compensation in the amount of 80% of the price of the food & beverage service.** The only case this does not apply to is if the cancellation within the specified time was not possible due to force majeure, i. e. a natural disaster or another extraordinary event, such as war, which prevents the client from organising the use of the ordered food & beverage services. The client is obliged to immediately inform the company about the occurrence of force majeure; if they fail to do so, they will be unable to claim this as a reason.

Notwithstanding the preceding paragraph, **if fewer guests were served** than the number of meals booked and the reservation for the rest had not been cancelled in accordance with this subchapter (10b), **the company is entitled to compensation in the amount of 100% of the price of food & beverage services.**

A guest, a client, a travel agency or a group guide may not cancel or change a previously ordered food & beverage service on the spot. The only exception to this is the order of bottled drinks, which can be cancelled or changed for as long as bottles have not been opened.

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

#### **11. Payment**

The statutory late payment interest is charged for late payments.

The day of payment is the day when payment is made by a visitor or trip organiser at the ticket office, i.e. when the company has received payment in its bank account.

Payments can be made in cash (in EUR and USD), by debit or credit cards (Maestro, BA, MasterCard, Diners, Visa, Karanta) or by any other methods of payment accepted by the company.

#### **12. Gift Vouchers**

The issued gift voucher can be used for the service specified on the gift voucher, and in exceptional cases and by previous agreement with the company, also for other equally-priced services offered by the company according to the company's price list. In the event that the value of the services used is less than the value of the gift voucher, the company will not refund the difference. The gift voucher cannot be exchanged for cash either in part or in full. The service is provided in accordance with the company's current terms and conditions.

The validity of issued gift vouchers is one year, unless otherwise stated on the gift voucher.

The original gift voucher must be presented when the gift voucher is used. Photocopies or copies are not accepted.

In the event that a gift voucher has been stolen, lost or destroyed, the voucher holder is not entitled to reimbursement or compensation in any form.

By purchasing/being in possession of a gift voucher, the gift voucher buyer and holder agree to these General Terms and Conditions.



### 13. Complaints and the Complaint Handling Procedure

Visitors or trip organisers must inform the company about any service-related irregularities or shortcomings on the spot and also put it down in writing immediately. If they fail to do so, it is considered that they agree with the provided service and are thus not entitled to making complaints at a later time. If it is not possible to solve the cause of a complaint straight away, a visitor or trip organiser shall send a complaint in writing to the company's address within 30 (thirty) days and also submit proof that the complaint is justified.

### 14. Safety, Insurance of Visitors and Their Personal Belongings

During tours of the attractions managed by the company, each visitor must obey the instructions given by the company's employees and, while visiting attractions that are part of the Postojna and Predjama Cave Systems, also provisions contained in the Rules on the Execution of Safety Regulations in the Postojna and Predjama Cave Systems (**hereinafter referred to as 'the Rules'**). These Rules are published on the company's website and their summarised version is also presented at the Postojna Cave entrance 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; smoking or making fire; bringing food into the cave or consuming it inside the cave; bringing domestic animals into the cave (secured kennels are provided for pets).** The Rules are in force and binding in their entirety.

If a visitor's behaviour is not in line with the Rules and with the recommendations and instructions given by the company staff, and the visitor is disturbing other tour participants, the staff can prevent the visitor from continuing the tour. If this is the case, the visitor is not entitled to a ticket price refund.

Children aged 14 or under can attend tours only if they are accompanied by an adult.

Persons accompanying school groups must adhere to the standards in force regarding the required number of people accompanying groups.

### 15. Special Provisions Regarding Special Tours

Special (adventure) tours are sightseeing tours that are not included in regular tour timetables and are listed in the price list and on the company's website. These tours include caving tours/trekking tours and adventure/team building programmes.

They take place by prior arrangement and following a confirmed reservation. In special circumstances the company reserves the right not to confirm or carry out a tour even if an advance notice of the tour has been given in time. The following is listed for each of the programmes: 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 is 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 the Execution of Safety Regulations in the Postojna and Predjama Cave Systems.

Prior to the start of a special tour, each special-tour participant is familiarised with the conditions and rules in detail. Each participant is also required to sign the 'Written Agreement on Participation in a Caving Tour' form. Children are only able to attend such tours if a written consent has been given by their parents, guardians or adult persons, who accompany them during the tour.

### 16. Insurance

By purchasing a ticket, all visitors to attractions managed by the company are provided with basic accident insurance for the duration of their stay within the area of the attraction in question. For this reason, visitors are required to keep their respective tickets for as long as they are within the area managed by the company.

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

### 17. Visitors' Personal Belongings

The company is not responsible for theft of or damage to the visitors' personal belongings.

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

A visitor who has lost a personal item can get it back on the same day during the business hours from the guide on duty or at the ticket office providing that they are able to prove ownership of the lost and found item.

By prior arrangement, a visitor who is able to prove ownership of a lost and found item can also get it back at a later time, either in person or by post (the delivery costs must be paid by the visitor).

Any visitor who finds an item assumed to have been lost in any of the facilities managed by the company is obliged to hand it over to the staff.

### 18. 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 is allowed inside the caves of the Postojna and Predjama Cave Systems during regular cave tours. Moreover, it is prohibited to **audio or video record the tour guiding, as its content is the property of the company**. An advance notice and an agreement with the company is required for photography and video/film recording for commercial and other purposes.



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

Visitors use the parking facilities managed by the company at their own risk. The company bears no responsibility for any damage caused during parking or for any other loss events. The parking fee must be paid at the time of arrival or prior to departure at automated parking ticket machines, at ticket offices or to the authorised personnel, except for bus fares.

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

#### **20. Surveillance**

For the purpose of providing the highest possible level of security to both visitors and the property, the company uses video surveillance, which is suitably marked by means of visible and clearly displayed notices.

#### **21. Personal Data Protection, Photography**

Acquisition, storage and processing of visitors' personal data takes place solely on the basis of the company's Personal Data Protection Policy, which is published on the company's website and is available for visitors to read at the ticket office, and in accordance with the provisions of the personal data protection law.

Before a Postojna Cave tour, visitors can agree to have their photos taken with the intention of purchasing the photos after the tour. Visitors are not entitled to any compensation for this. Visitors who do not wish to have photos taken should enter through the rightmost entrance, i.e. have their tickets validated at ticket validation machine No 3 (three), where no photos are taken. The photos taken are displayed on the display boards at the exit and are available for sale; purchase of the photos is completely voluntary and a receipt is issued for each purchase. The photos are kept until visitors have left Postojna Cave and the unsold ones are destroyed and removed from digital media. The photos are taken by the company Postojnska jama d.d. All the information on the processing of photographs as personal data is available in the Privacy Policy on the company's website <https://www.postojnska-jama.eu/en/legal-notice-and-cookies/>.

#### **22. Use of Services – General Provisions**

When using any of the services offered by the company, visitors must follow the instructions of the company's staff.

The EXPO Cave Karst, Vivarium Proteus and Predjama Castle must be left within an hour after the closing time or earlier if so instructed by the company's staff.

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

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

#### **24. General Provisions**

These General Terms and Conditions 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 has the right to make amendments to the terms and conditions at any time without prior notice.

Slovenian law applies to the interpretation of these General Terms and Conditions. Any disputes related to these General Terms and Conditions come under jurisdiction of the courts in the Republic of Slovenia.

POSTOJNSKA JAMA d. d.  
Managing Director  
Marjan Batagelj

Postojna, 29 January 2024