

This Agreement sets forth the terms and conditions between Travelship S.R.L. and Tourists/Traveller/Guest who purchase tours and travel services ("You"). This Agreement explains how You purchase tours and travel services and specifically limits the liability of Travelship S.R.L.

You must read this Agreement before booking a Tour. Booking a tour or travel service constitutes an agreement to all terms and conditions in this Agreement and it is necessary that you understand, agree to and accept all terms and conditions contained here.

Travelship SRL is the owner and administrator of [www.thebalkanway.com](http://www.thebalkanway.com), a website with an online brokerage platform connecting its visitors with providers of touristic services through a booking system. Visitors can make bookings for services and offers presented by providers of such services. If a request for booking is made and/or confirmed, the contracts being concluded will be directly between users of the website and providers of touristic services identified on the website.

## **1. General Terms of Business**

Travelship S.R.L provides tours and travel related services. We do this through our website, [www.thebalkanway.com](http://www.thebalkanway.com), which is a communications and payment processing system that enables the connection between You and Travelship S.R.L.

On the platform, users can find and book tours, activities, workshops, experiences and accommodation all over Romania ("services"). The online offers include, for example, guided tours, bike tours, hikes, cooking lessons, artisan workshops, stays in guesthouses etc. Users can call up information regarding any service offered by such providers and initiate booking requests using Romanian Friend.

Tour Guides presented on the Site are employees or agents of Travelship S.R.L. S.C Travelship S.R.L controls the quality, legality or any other aspect of the services delivered by our Tour Guides / Travel Agents.

The contract between you and our company is a consumer contract. Accordingly, we do not accept any liability for any business loss caused by the unsatisfactory fulfilment of your Service order. In case the booking was not made by the Client but another person, or the booking is for more than one Client, we assume that all Clients agree to provide their personal details to us and make a statement to accept all terms and conditions in this contract.

## **2. Booking request**

When booking a tour on our website [www.Thebalkanway.ro](http://www.Thebalkanway.ro), the user shall be required to fill in personal details.

All persons using TheBalkanWay must be at least 18 years of age and have full legal capacity for initiating a booking request and making a unilateral and binding offer to contract. Travelship cannot verify the identity of any users of TheBalkanWay and does not verify whether a user's personal details, as filled in the booking request form, are true, accurate and/or belong to that user. We do not assume any liability or responsibility for the truthfulness or accuracy of such details and shall not be bound by the consequences of any erroneous use or submission of personal details of any person.

Once you have purchased a tour or travel service, if there are any issues relating to the service that cannot be resolved directly with the Tour Guide, You should immediately contact the office of Travelship S.R.L and we will work to resolve the issue and promptly find a solution.

Travelship S.R.L uses a third party service to process your credit card information. You will not need to provide your credit card details, Travelship S.R.L will send you with a secured link where you can enter the details yourself and submit the payment.

### **3. Cancellations and Refunds**

Any cancellation by You must be made by telephone or email and acknowledged by Travelship S.R.L. The date on which the request to cancel is received by Travelship S.R.L will determine the refund due as follows:

For Multi Day Tours:

If you cancel at least 7 days in advance of the scheduled departure, there is no cancellation fee. If you cancel between 3 and 6 days in advance of the scheduled departure, there is a 50% cancellation fee. If you cancel within 2 days of the scheduled departure, there is a 100% cancellation fee.

For Day Trips:

For a full refund, cancel at least 24 hours in advance of the start date of the tour.

No refund will be made with respect to accommodation, meals, sightseeing tours or any other services included in the tour fare but not utilised by the Customer, either in part or full, or where the Customer amends, cancels or otherwise varies arrangements after commencement of the tour.

In some cases, Travelship S.R.L may cancel a tour due to weather or other circumstances. In the event that Travelship S.R.L cancels the tour, or does not deliver it as promised, You may choose between a rescheduling of the tour OR a full refund of all money paid or a credit towards an alternative tour. If you choose to accept a credit, the difference in the cost of the alternative tour will be refunded by Travelship SRL or paid by You, as applicable.

Travelship S.R.L is not responsible for any incidental expenses You may have incurred in reliance on the tour or travel services booked, including, without limitation, expenses arising from the purchase of visas, vaccinations, non-refundable flights, or of any loss of enjoyment.

#### **4. Acceptance of Risk**

You acknowledge that all travel involves an element of risk and that some tours offered or provided on request may be adventurous in nature and may involve a significant amount of personal risk. You hereby assume all such risk and You, your estate, your family, heirs and assigns hereby release Travelship SRL from all claims and causes of action whatsoever arising from any injury, death or other damages, both pecuniary and non-pecuniary, to You that may occur as a result of your participation in the tours offered or as a result of the negligence of any party, including the Tour Guide or any employee, officer, agent, contractor or assign of Travelship S.R.L, whether such negligence is passive or active.

You are strongly encouraged to obtain suitable medical insurance prior to travelling. We urge you to exercise caution if you purchase any goods during your tour. Neither Travelship S.R.L or the Tour Guide make any claims about the quality, source or other provenance of any goods which may be available for purchase.

#### **5. Travel Insurance**

The tourist is insured for reimbursement of repatriation costs or amounts paid in case of insolvency or bankruptcy of the agency. The Insurer is S.A.-R. CITY INSURANCE S.A., located in Bucharest, Sector 2, Barbu Vacarescu nr.241A, Cladirea BVO, etaj 6, The insurance has the series BN, number is 000001791, valid until 03/27/2021, renewed yearly.

Purchase of travel and medical insurance is strongly recommended with respect to unforeseen circumstances such as trip cancellation, personal baggage loss, personal accident, injury or illness. Under no circumstances shall the Company be construed as a carrier under contract for safe carriage of the Customer or his / her baggage / belongings. The Company will be pleased to assist in the enquiries of any travel insurance and related matters.

#### **6. Luggage**

Our service fee includes the transportation of one piece of hand baggage per person. If you would like to travel with baggage that exceeds this limitation in size and/or quantity, please inform us at the time of booking. Should you fail to do so, we cannot guarantee your luggage will be transported, as the capacities of our vehicles are limited.

We do not charge our clients for the transportation of the perambulators and carrying baskets of the children on the passenger list; or wheelchairs and similar devices of our passengers. Please inform us at the time of booking if you wish to travel with access baggage including, but not limited to, perambulators, wheelchairs or other oversized items. This is to ensure that the vehicles can accommodate you. Should you fail to

notify us at the time of booking, you will be liable for any additional costs incurred in the carriage of such items.

We do not transfer animals in our vehicles

We do not accept responsibility for any damage or loss in your luggage.

We can only store items left in our vehicles for 2 weeks. If you would like us to take your items to your address, please note that you will be charged the cost of the ride.

## **7. Public Holidays**

During local or national holidays or special events, peak seasons, on Sundays, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. Therefore we cannot be held responsible for any closures, necessary itinerary changes or curtails for any reason.

## **8. Limitation of Liability**

In no event shall Travelship SRL, its officers, directors, employees, agents, vendors or providers be liable under contract, tort, strict liability, negligence or any other legal theory with respect to the service: (i) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, even if foreseeable, (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), or (iii) for any direct damages in excess of (in the aggregate) the amounts paid by user to Travelship SRL for the purchase directly connected with the liability claim. In addition, Travelship SRL shall not be liable for any loss or liability resulting, directly or indirectly, from a user's inability to access or otherwise use the platform, including, without limitation, any delays or interruptions due to electronic or mechanical equipment failures, denial of service attacks, data data processing failures, telecommunications or internet problems or utility failures.

Travelship SRL shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond its reasonable control, including, without limitation, mechanical, electronic or communications failure or any other form of degradation.

The foregoing limitations shall not apply to the extent prohibited by Romanian law.

## **9. Data Protection**

In order to process your booking we need to collect certain personal details from you. These will include, where applicable, the names, addresses and telephone numbers of Passengers, payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen booking. In order to process your order we may share your information with our suppliers or other involved third party. We will provide only the personally identifiable information necessary to ensure the successful fulfilment of your travel arrangements.

Where you provide us with personal details relating to any special requirements and/or details of any illnesses, disabilities, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements.

We will not pass any information on to any company and/or organisation not responsible for providing any part of your travel arrangements.

The information may also be provided to the authorities as required by law.

If you make a successful booking with us, we are entitled to assume you do not object to our doing any of the things mentioned above, even without notifying you in advance; unless you tell us otherwise in writing.

## **10. Complainants**

If the tourist is unsatisfied with the delivered level of services, it should be communicated immediately to accompanying guide, agency representative or service provider. If needed, within 24 hours, a written complaint will be made, clearly describing the deficiencies. Both the agency and tourist services provider will take immediate action to resolve the complaint, if considered justified. If the complaint is not resolved or partially resolved, the tourist will make a formal complaint to the agency in writing no later than 5 calendar days after the end of the package tour and if considered justified, the travel agency can compensate for the deficiencies and communicate it within 10 days of receiving the complaint.

## **11. Legal Claims**

For all disputes between Travelship S.R.L and You relating to the Site, this Agreement, transactions facilitated or conducted through the Site, tours and travel services ordered or purchased through the Site, dealings between You and Travelship S.R.L, or any related matters ("Disputes"), the parties will attempt to find the least onerous solution to

the Dispute. If a Dispute cannot be resolved by the parties, then the Dispute must be resolved before the courts of Bucharest, Romania, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of Bucharest, Romania, in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Bucharest, Romania, within six (6) months after the Dispute arose. Any shorter time limit provided by statute or other law remains unaffected.

## **12. Miscellaneous Provisions**

Failure by Travelship S.R.L to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of Romania.

These Terms of Use and the Liability Release, if applicable, constitute the entire agreement between You and Travelhip S.R.L with respect to the Site and / or travel services. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of Travelhip S.R.L, its successors and assigns.

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.

## **13. Disclaimer of Warranties**

You expressly agree that the use of this site is at your sole risk. Travelship S.R.L. does not warrant that the site will be uninterrupted or error-free; nor do we make warranty as to the results that may be obtained from the use of the site, or as to the accuracy, reliability or content of any information, service or merchandise provided through the site. The site is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose.