

## **GENERAL TERMS AND CONDITIONS on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers**

### **I. GENERAL**

#### **Article 1 (Introductory Provision)**

The General Terms and Conditions on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers (hereinafter: the GTC) regulate the cooperation of the Ljubljana Castle Public Institution (hereinafter: the LC) with tourist agencies, tour operators, other providers of tourist services and event organisers (hereafter: TAs).

The objectives of the GTC are to determine the criteria for the commencement of the LC's cooperation with TAs, to unify of LC's cooperation with TAs, and to establish equal and clear criteria for the rights and benefits of TAs.

TAs are bound by the GTC valid at the time of purchase.

#### **Article 2 (Terminology Used)**

**Buyer:** a TA that orders tickets and other tourist services from the LC.

**Announcement/reservation:** a written agreement about the date and number of tickets for tourist services, which is submitted by the TA via email and confirmed by the LC.

**Purchase:** exchange of tickets and other tourist services for a fee.

**Credit note:** a payment that the TA made previously, but due to cancellation the TA was unable to use the tickets and other tourist services.

**Tourist services:** services related to the organisation and execution of guided tours, transportation by the funicular railway, access to all permanent and temporary castle content, and other experiences within the LC's offer.

**Gratis tickets:** tickets issued free of charge.

*General Terms and Conditions on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers*

**Promotor:** a natural or legal person whose activities contribute to the promotion of sales.

**Rental of premises:** renting out of halls and other premises and technical equipment.

**Article 3 (LC Data)**

**Ljubljana Castle Public Institution**

Seat: Grajska planota 1,

Address: p. p. 72 , SI-1001 Ljubljana,  
Slovenia, EU

Tax No.: SI82858632

Registration No.: 3887359000

The LG is registered in the court register at the District Court in Ljubljana: registration number SRG 2011/1361.

**Article 4 (Announcements)**

TAs shall submit an announcement for tickets and other tourist services at least three (3) working days before arrival by email to:

- [trzenje@ljublanskigrad.si](mailto:trzenje@ljublanskigrad.si) or
- [virtualni-grad@ljublanskigrad.si](mailto:virtualni-grad@ljublanskigrad.si).

**Article 5 (Payment Method)**

The TA can pay for tickets and other tourist services in the following ways:

- with cash at LC sales points up to the amount of the cashier's maximum, which is determined by Article 23.a of the Rules on the Implementation of the Tax Procedure Act and currently amounts to €420.00;
- by debit and credit cards at LC sales points (MasterCard, Visa, BA, Karanta, Maestro and Diners);
- by proforma invoice;
  - o payment deadline is three (3) working days before the service is performed,
  - o proforma invoice is final, subsequent changes are not possible. TA collects the tickets paid by proforma invoice at the box office. Refunds are not possible in case of smaller number of participants. Each additional ticket can be purchased.
- by purchase order/voucher:

*General Terms and Conditions on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers*

- budget users in the Republic of Slovenia and contractual partners of the LC;
- TAs that are not in a contractual relationship with the LC, but have previously demonstrated payment discipline by paying on time according to the proforma invoice at least three (3) times, which means that the proforma invoice is paid in full at least three (3) working days before the service is performed.

The LC will issue invoices to TAs for services. TAs must settle their obligations within 8 days of the issuing of the invoice, unless otherwise agreed.

### **Article 6 (Prices)**

The prices of tickets and other tourist services are determined according to the valid price list, taking into account the prices valid on the day of confirmation of the announcement/reservation or the offer sent for renting premises. Price lists are published on the LC website.

In the event that the LC and the TA have concluded a Cooperation Agreement, the special provisions of the agreement are taken into account in their entirety when determining prices.

### **Article 7 (Applying Discounts)**

The following persons are entitled to discounted prices through the TA:

- Groups of 15 persons or more in the case that all of the tickets are paid for in one single transaction;
- Students and pensioners with valid proof of status;
- Mobility impaired persons and persons with special needs;
- Children up to 7 years old, as part of an organised group.

The LC can at any time verify eligibility for the discount and require the customer to present appropriate proof (e.g., student ID or pension card).

TAs are not entitled to purchase family tickets.

Disabled persons and persons with special needs are entitled to a 50 percent discount on regular prices within the framework of organised groups.

### **Article 8 (Gratis Tickets)**

The following persons are entitled to gratis tickets through TAs:

*General Terms and Conditions on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers*

- Journalists, promoters and umbrella organisations in the field of tourism, by previous arrangement with the head of the public relations department;
- Tourist guides who are members of the Association of Slovenian Tourist Guides and have passed the relevant exam at the Chamber of Commerce of Slovenia, Tourism Ljubljana or the LC and bring a group of visitors to the castle.

The following persons are not entitled to gratis tickets through TAs:

- Children up to 7 years old, as part of an organised group.

The TA can request to view the content and premises, but must provide a clear justification on making such a request (i.e., inspection tour, FAM trip).

Gratis tickets can be approved by:

- the director of the LC,
- the assistant director of the LC,
- the head of the marketing department of the LC,
- the head of the public relations department of the LC,
- the head of the programme department of the LC.

### **Article 9 (Guided tours in the area of LC)**

The TA undertakes to ensure that its guides shall not conduct any form of guiding at the LC. At the LC, guiding can only be performed by a tour guide, who must be a member of the Association of Slovenian Tourist Guides and must have passed the relevant exam at the Chamber of Commerce of Slovenia, Tourism Ljubljana or the LC.

### **Article 10 (Cancellation Risk and Infringements of the GTC)**

In the event that the TA cancels an announcement/reservation prior to three (3) working days before the date of the service, they will not be charged for the announcement/reservation, nor will they be charged for cancellation costs.

In the event that the TA has already made a payment according to the proforma invoice before the cancellation, the associated credit note shall be redeemed on the next announcement according to prior agreement, or the money will be returned to the TA, in which case the costs of the transfer shall be borne by the TA.

In the event that the TA cancels an announcement/reservation less than three (3) working days before the date of the service, LC does not refund the money, but keeps it as a cancellation fee.

*General Terms and Conditions on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers*

In the case of infringements of the GTC, the TA shall lose all of the benefits arising from the GTC or otherwise agreed between the parties.

## **II. TAs THAT HAVE CONCLUDED A COOPERATION AGREEMENT WITH THE LC**

### **Article 11 (Conclusion of an Agreement between the LC and the TA)**

The TA and the LC can conclude a Cooperation Agreement, in which they define the conditions and method of mutual cooperation and any additional benefits that the LC extends to the TA.

The LC and the TA enter into a Cooperation Agreement if the following conditions are met:

- the TA must demonstrate an interest in cooperating with the LC in the sale of programmes and content that are under the control of the LG,
- the TA must have the registered activity of a tourist agency, travel organisation or tourist service provider in Slovenia or abroad,
- the TA must demonstrate payment discipline by making at least three (3) timely payments according to a proforma invoice.

### **Article 12 (Cooperation Agreement)**

The TA and the LC sign a Cooperation Agreement, which enters into force on the day of signing by both partners and is valid for a single calendar year.

The following terms and conditions are defined in the agreement:

- the exact date of validity of the agreement;
- the way of announcing groups and individuals;
- the percentage of commission, which is calculated as a discount;
- the method of invoicing and payment deadlines;
- the prohibition on unqualified guides guiding visitors through the LC;
- the stipulation that only tourist guides who have a license from the Chamber of Commerce of Slovenia, Tourism Ljubljana or the LC can guide guests through the LC;
- other LC requirements for those TAs that are also event organisers.

### **Article 13 (Prices and Discounts for TAs that Have Concluded a Cooperation Agreement with the LC)**

*General Terms and Conditions on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers*

For TAs that have concluded a Cooperation Agreement with the LC, group prices apply even for groups with fewer than 15 persons.

TAs that have concluded a Cooperation Agreement with the LC are entitled to the following discounts:

- 10% discount on the sale of tickets priced from €5.01 to €18.00 per person;
- 12% discount on the sale of tickets priced from €18.01 to €60.00 per person;
- 14% discount on the sale of tickets priced over €60.01 per person.

The stated discounts do not apply to waiting time and supplementary payments associated with the Castle Ticket.

**Article 14 (Gratis Tickets for TAs that Have Concluded a Cooperation Agreement with the LC)**

The agreement on gratis tickets forms a constituent part of the Cooperation Agreement.

The TA is entitled to at least one (1) gratis ticket per group. The number of gratis tickets allocated is based on the number of paid tickets for the specific announced group, as follows:

- for 1 to 29 paid tickets, the group is entitled to 1 gratis ticket;
- for 30 to 44 paid tickets, the group is entitled to 2 gratis tickets;
- for 45 to 59 paid tickets, the group is entitled to 3 gratis tickets;
- for 60 or more paid tickets, the group is entitled to 4 gratis tickets.

The allocated gratis ticket(s) can only be used for the group's guide(s) or teacher(s) in case of a school group.

In addition to the group's guide(s), the tourist guide is also entitled to a gratis ticket, on the condition that s/he is a member of the Association of Slovenian Tourist Guides, that s/he has passed the relevant exam at the Chamber of Commerce of Slovenia, Tourism Ljubljana or the LC, and that s/he brings a group of visitors to the castle.

Gratis tickets are not recognised for experiences with a ticket price that exceeds €60.00 per person.

The TA undertakes to provide prior notice of the number of possible gratis tickets required upon announcement, taking into account the scale defined above.

*General Terms and Conditions on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers*

**Article 15 (Discounts on the Rental of Premises for TAs/Event Organisers that Have Concluded a Cooperation Agreement with the LC)**

A TA that has a Cooperation Agreement with the LC and that rents halls from the LC in a particular calendar year is entitled to the following discounts:

- 8% discount for 3–5 rentals per year;
- 15% discount for 6–8 rentals per year,
- 25% discount for more than 8 rentals per year.

The leasing of one hall is considered to be one rental.

The discount is calculated once a year in January of the following year for the previous year and is recognised as a credit note in the year in which it is calculated. The discount is calculated based on the total net value of the hall rental in the previous year.

**Article 16 (Viewing the Premises)**

The TA can request a reduced ticket price or free access to the LC in order to view content and premises rented out by the LC.

The request must be accompanied by a clear justification.

A reduced ticket price or free access to the LC to view content and premises may be granted by:

- the director of the LC,
- the assistant director of the LC,
- the head of the marketing department of the LC,
- the head of the public relations department of the LC,
- the head of the programme department of the LC.

**Article 17 (Other Infringements)**

Insofar as the LC determines that the TA has provided a false justification when applying for gratis tickets or discounted tickets, or that visitors have been guided through the LC on behalf of the TA by a guide who does not have the required license, this constitutes a reason for the loss of all benefits derived from these GTC or otherwise agreed between the parties.



*General Terms and Conditions on Cooperation with Tourist Agencies, Tour Operators, Other Tourist Service Providers and Event Organisers*

In the event of late payment, statutory late payment interest is charged. In the event that the TA does not pay an invoice within 30 days of the service provided, the TA shall lose all benefits derived from these GTC or are otherwise agreed between the parties.

### **III. FINAL PROVISIONS**

#### **Article 18 (Additional Provisions)**

All matters not specifically regulated by these GTC shall be subject to the General Terms and Conditions for the Purchase of Tickets and Goods at the Ljubljana Castle Public Institution and the Extract from the House Rules of the Ljubljana Castle Public Institution.

When purchasing tickets for experiences regulated by their own GTC, the latter shall apply.

All of the aforementioned documents are available on the LC website.

The competent court in Ljubljana shall resolve any disputes arising from the business of the LC and the TA.

#### **Article 19 (Validity of Terms and Conditions)**

The GTC are valid from 22 November 2024 onwards.

Document No.: 01-15/2024

Ljubljana, 15 October 2024

Mateja Avbelj Valentan, l.r.

Director of the Ljubljana Castle Public Institution