



General Terms and Conditions for the Performance of Tourist Riding Services at the Lipica Stud Farm

Article 1 Introductory Provisions

These General Terms and Conditions regulate the terms of business of the company and the performance of the tourist riding programme services that HOLDING KOBILARNA LIPICA, d.o.o., Lipica 5, 6210 Sežana designs, develops, and markets as part of its core activity (hereinafter referred to as "HKL, d.o.o." or "Operator" or "Service Provider" or "Company"), as well as the rights and obligations of participants of the tourist riding programmes and the rental of riding equipment for participants of the tourist riding programmes.

Article 2 Validity of these General Terms and Conditions

These General Terms and Conditions shall apply between the Company and the service participant (hereinafter also referred to as "Client", "Payer", "User" or "Second Contractor"). They are binding on all participants or Users of the services provided within tourist riding programmes, and apply to all tourist riding services that are organised by the Company, except in cases where this is specifically stated in the Tourist Riding Programme, or if stated otherwise in these or other general terms and conditions, or in individual written agreements.

These General Terms and Conditions are a constituent part of the contract, and are freely available on the Lipica Stud Farm website. It shall be deemed that, upon their first application for the programme, the participant was familiarised with the entire text of these General Terms and Conditions and the annexes hereto (Tourist Riding Programmes, Price List, Riding Equipment Rental Price List, Questionnaire on the Level of Riding Knowledge), that they are familiar with these General Terms and Conditions in their entirety, and that they consent and irrevocably agree to them.

Specific participants or Users shall be governed by the General Terms and Conditions they were familiarised with when concluding the contract.

If these General Terms and Conditions are amended after concluding the contract, the amended General Terms and Conditions shall only apply for the participant if the amended General Terms and Conditions were submitted by the Company to the email address provided by the participant upon the application, and the participant either confirmed them or did not reject them in writing within 8 days of receipt. If the Second Contractor or Client disagrees with the amended General Terms and Conditions, they may withdraw from the contract in writing, otherwise it shall be assumed that they agree with the amended General Terms and Conditions, and shall be bound by the amended text.



The General Terms and Conditions shall enter into force the day after they are published on the Company's website, and shall apply until further notice or amendment.

Article 3

Advance Reservation of Services

Participants can book services using the online form on the official Lipica Stud Farm website, or by email directly via the Booking service or another authorised agency.

Programme participants must apply for the programme in advance:

- to apply for the dressage and trail riding lesson programmes, the service must be booked at least 3 days in advance of the envisaged start of the programme;
- to apply for the weekly riding lessons programme, the service must be booked at least 7 days before the start of the programme.

If the programme participant books a service less than 3 days before the start, the Company reserves the right to adjust the content of the programme or its date. The Client shall be notified of any changes via the email address provided in the application.

Upon application for the weekly programme or upon making a reservation, the programme participant must pay 50% of the price of the reserved service.

Article 4

Applying for a Programme

Upon application for the desired tourist riding programme, every participant must fill out the Questionnaire on the Level of Riding Knowledge (hereinafter referred to as the "Questionnaire"), which is available on the Lipica Stud Farm website, and is a constituent part of the contract. Upon application, the participant shall submit the completed Questionnaire to the reservation service, along with any certificates of prior riding knowledge (licence, etc.).

The participant undertakes to provide complete and true information. By signing the Questionnaire on the Level of Riding Knowledge, the tourist riding participant declares that they have provided true information, and that they agree to all the conditions set out in these Rules by the Lipica Stud Farm for the performance of tourist riding programmes, in order to ensure the quality and safe provision of services.

If it is clearly evident from the Questionnaire that the participant does not meet the required conditions under the Rules, the Operator may refuse to conclude the contract.

If any of the provided details change after the application for the programme, the participant must immediately inform the Operator of these changes.



Article 5 Order Confirmation

The contract between the Company and the Second Contractor or participant shall be concluded once the Service Provider confirms the conclusion of the contract to the Client who applied for the chosen programme. The contract shall be concluded at the moment the participant receives the confirmation email.

In regard to confirming the receipt of an order or the conclusion of the contract, the Company shall send an appropriate email to the email address provided by the User in their application or when placing the order, whereby the email shall contain a statement by the Company on having received the order, or on having concluded the contract, along with an invoice and an explanation of the right of withdrawal.

Prior to confirming the order, the Service Provider may contact the Client using the provided contact information, in order to verify it or to ensure its accuracy. If the Service Provider discovers, upon verifying the information, that the tourist riding participant provided false or misleading information on the Questionnaire, or that the participant in some way does not meet the requirements arising from these Rules, they may advise against participating in the programme, or recommend the performance of some other service that is more appropriate for them.

When an individual wants to redeem a gift certificate, they must also meet the requirements arising from these General Terms and Conditions.

If the Company does not accept or confirm an application, no contract shall be concluded between the Service Provider and the Client, and any amounts paid shall be returned to the Payer.

Article 6 Riding at Your Own Risk

The participant attends any tourist riding programme at their own risk.

Upon application for the programme, all participants must complete a form whereby they confirm that they understand and are aware that riding and handling horses may in certain cases lead to danger, or even serious injury, and they also consciously declare that they are participating in the selected programme at their own risk.



Article 7 **Age of Participants**

Dressage lessons are only available to persons aged 12 and above with the consent of their legal representative.

The trail riding programme may be attended, with the consent of their legal representative, by persons aged 15 and above who have passed the Jahač 2 (Rider 2) exam or another internationally comparable exam or certificate, or who have several years of riding experience.

The maximum permitted age of programme participants is 75 years.

Article 8 **Physical and Mental Characteristics of Participants**

Participants may weigh a maximum of 90 kilograms and be no more than 180 centimetres tall.

Participants must be in good physical and mental condition to be able to withstand the exertions and the difficulty of riding.

Programme participants may not have any physical or mental conditions, restrictions or injuries that could affect their safety or the safety of other programme participants, or that could affect the quality of programme implementation.

Participants also may not be under the influence of alcohol, drugs, medicines or other intoxicants that might impact their physical or mental abilities.

By completing and signing the Questionnaire, participants guarantee that they do not have any physical or mental limitations listed in this Article that could endanger them or other participants attending the programme. By signing the Questionnaire, participants also confirm that they are familiar with the prohibition on the consumption of alcohol, drugs, medicines or other intoxicants that might impact their physical or mental abilities.

If it is discovered directly before the start of a programme, or during it, that a participant does not meet the requirements from this Article, the Operator may adjust the programme or stop it altogether, in which case any paid amounts will not be returned to the participant.



Article 9

Level of Riding Knowledge

Prior riding experience is required for trail riding. Programme participants must be able to control the horse in all three paces: walk, trot, and canter.

The Operator reserves the right to check a programme participant's level of riding knowledge before starting the trail riding programme. The level of riding knowledge shall be examined by a riding instructor. They shall do this by verifying in the riding arena whether the participant is able to control the horse in all three paces before starting the trail ride.

If it is discovered directly before the start of a programme, or during it, that a participant does not meet the requirements from this Article, specifically that the participant's riding knowledge is inadequate or not in line with the level of knowledge indicated on the completed Questionnaire, the Operator may advise against performing the service and propose a different programme, or refuse to provide the service altogether. Any amounts already paid shall not be returned to the participant.

Article 10

Riding Equipment of Participants

Riding programme participants must wear protective equipment at all times, specifically: riding helmet, riding boots or other suitable footwear and suitable riding trousers.

Depending on the chosen riding programme, participants are also required to wear additional protective equipment, specifically:

- a) riding lesson participants aged under 15 years are required to wear a back protector;
- b) trail riding participants aged under 18 years are required to wear a back protector.

Wearing a helmet is mandatory throughout the programme, i.e. while riding and while preparing to ride.

If the participant refuses to wear a helmet or takes it off at any time during the programme, the Lipica Stud Farm professional staff shall remind them of the obligation to wear a helmet for the entire duration of the programme.

Participants must follow all instructions and warnings of the Lipica Stud Farm professional staff in regard to the use of protective equipment and the safe performance of the programme. If the participant does not put on a helmet or other protective equipment, or follow the instructions of the stud farm's professional staff for the safe performance of the programme, despite being warned by the staff, the Operator may refuse to carry out the programme, or suspend the service. Any amounts already paid shall not be returned to the participant.



Article 11

Riding Equipment Rental

Programme participants may use their own protective equipment during the programme.

If the programme participant does not have their own equipment, they can rent it from the Operator, provided that they communicate the list of equipment in good time, i.e. when making the reservation for the programme.

The price of the service only includes the rental of a helmet, while the rental of all other equipment (e.g. the back protector) is charged according to the price list, which is available on the Operator's website and is enclosed to these General Terms and Conditions.

Article 12

Service Price List

The prices of the tourism programme services are determined by the Price List or the Tourist Riding Programme, which are available on the Lipica Stud Farm website and are a constituent part hereof.

The indicated price is valid for one person. The price of the tourist riding programme includes the rental of a helmet for the participant. Rental of any other equipment is charged according to the applicable price list, which is available on the Lipica Stud Farm website.

Service prices are listed in euros (EUR). Taxes are included in the price.

Article 13

Service Payment

Upon application for or reservation of the programme, the participant must pay 50% of the price of the reserved service, and the rest no later than 3 days before the date of the programme.

The service can be paid via bank transfer to the transaction account of Holding Kobilarna Lipica, d.o.o., or at various locations across the Lipica estate (at the Lipica Stud Farm reception and at Hotel Maestoso).

If the full amount is not paid on time, it shall be deemed that the contractor is withdrawing from the contract, and any amounts already paid shall not be returned.



Article 14 Participant Delays

Programme participants must notify the organiser about any delays in a timely manner, using the contact information provided in the confirmation email.

If the programme participant is late, the Service Provider reserves the right to shorten the programme.

If the participant fails to appear on the confirmed date, and the delay is not communicated in time, it shall be presumed that they are withdrawing from the contract. In this case, they shall not be entitled to a refund for any costs incurred or payments already made, but shall instead be required to pay the price of the programme in full.

Article 15 Force Majeure

The Company reserves the right to change or adjust the programme when exceptional circumstances beyond the Company's control appear, before or during the performance of the programme, hindering the fulfilment of the obligations, and constituting reasonable grounds on which the Company would not have concluded the contract had they existed at the time of its conclusion.

Appropriate weather is an essential condition for the implementation of the trail riding programme. The organiser considers bad weather to be an exceptional circumstance, and reserves the right to adjust the trail riding programme or to withdraw from the contract. In the event of a withdrawal, the Client shall be refunded for the amount paid for the service.

The organiser may offer the participant the implementation of an alternative programme. If the participant agrees, they shall be charged for the programme according to the applicable price list.

The trail riding can be postponed to a later date in agreement with the participant. If the Client disagrees with the proposal, any amount already paid shall be returned.



Article 16

Termination of Contract by the Participant

The participant may withdraw from the contract within 14 days from its conclusion. They can do this by notifying the Company in time that they are withdrawing, whereby they do not need to provide reasons for their withdrawal.

They can withdraw by sending a notification of their intention to withdraw from the contract in a clear and unambiguous manner to the email address indicated in the confirmation email. They may also give notice of their withdrawal using the online form available on the Lipica Stud Farm website. The notice of withdrawal must be given within the contract withdrawal deadline. The deadline for terminating the contract commences on the day the Company informs the participant of the conclusion of the contract.

If the termination is submitted in a timely manner, the already paid amount is returned to the transaction account indicated in the application, or repaid in some other way indicated in the application, provided that this method of repayment does not cause additional costs for the Company.

If the participant cancels their reservation up to 3 days before the provision of the service, the already paid amount shall not be returned to them.

If the participant cancels their reservation 3 days or less before the provision of the service, they shall be required to pay the rest of the price of the reserved service.

Article 17

Withdrawal from the Contract by the Company

If the Second Contractor violates any of the requirements indicated in these General Terms and Conditions, the Company may withdraw from the contract in part or in full.

If the Operator determines, directly before the start or at any time during the performance of the programme, that the participant does not meet the conditions from these Rules, or has provided false or misleading information on the application form, they may refuse to perform the service, or suspend it altogether, in which case the already paid amount shall not be returned to the participant.

The Company may withdraw from the contract at any time, including if the participant does not observe the requirements from these General Terms and Conditions related to wearing protective or riding equipment, and in cases where the participant does not follow the instructions of professional staff regarding safety.



Article 18

Complaints, Jurisdiction for Disputes and Applicable Law

Participants may communicate their complaints or criticisms regarding the service directly to the professional staff leading or carrying out the programme. Clients or participants may also submit complaints regarding any irregularities and shortcomings to the email address indicated in the confirmation email, and the Company shall provide a reply within eight working days, indicating how long it will take to consider their complaint.

The Company shall strive to settle any disagreements and disputes arising from these General Terms and Conditions and the annexes hereto (official price list or riding equipment rental price list, Questionnaire on the Level of Riding Knowledge, Tourist Riding Programme) by common consent, amicably, and by following the principle of out-of-court dispute resolution.

If the parties cannot reach an agreement or an out-of-court settlement of the dispute, a Slovenian court shall have jurisdiction to resolve the dispute, the law of the Republic of Slovenia shall apply exclusively, and the Slovenian version of these General Terms and Conditions shall be used in their interpretation.

Article 19

Valid Identity Document

Tourist riding participants must have a valid identity document with them.

If the trail riding programme envisages crossing the state border with the Republic of Italy, the participant, in addition to a valid identity document or a permit for crossing the border (identity card, passport, visa, etc.), must also have other documentation (e.g. permission by the legal representative) required for legally crossing the state border, as well as meet any other requirements of the country they are entering (e.g. compliance with health regulations).

Participants are required to familiarise themselves with the valid regulations on their own behalf, and to ensure that they meet the conditions to legally cross the border with the Republic of Italy. Moreover, they shall bear any costs associated with this matter themselves, and shall not be entitled to seek any reimbursements from the Company.

If the programme is shortened or adjusted in some other way due to non-compliance with the conditions from this Article, the participant shall not be entitled to seek from the Operator a reimbursement of the paid amount or a proportional reduction or a reimbursement of any other potential costs they might incur in relation to this matter. They shall also be responsible for any costs or damage incurred by other participants in the group due to the shortening or suspension of the programme.



Participants whose documents are lost or stolen shall obtain new ones by themselves and at their own expense. If the programme is suspended due to a loss of documents, the participant shall not be entitled to seek from the Company a reimbursement of the costs or a refund of the amount they paid for the programme.

Article 20 **Personal Data Protection**

The Company shall protect personal data pursuant to applicable Slovenian and European legislation regulating personal data protection.

The participant applies for the tourist riding programme voluntarily, and therefore, the submission of their personal data is voluntary.

Upon application for the programme, the participant must submit certain personal data to the Operator which it needs to conclude a contract, for mutual communication and in order to fulfil or meet the commitments from the contract, i.e. to provide tourist riding programme services: for verifying fulfilment of the conditions for participation in the programme, for accepting or confirming the order, for notifications regarding the implementation of the programme, for other contact with the participant in regard to the implementation of or changes to the programme, and for transaction verification. Personal data is kept in a database in accordance with Company policy on the method of data collection, processing and storage.

The Company shall under no circumstances forward the participants' data to third parties, or in any way disclose it or allow access to it. The obtained data shall be used solely for the purposes stated in the preceding Article, and shall be submitted, only to the extent strictly necessary, to the partners with which the Company cooperates in the provision of the service.