



Terms and Conditions

2023/01

GENERAL INFORMATION

Please read the following terms and conditions before making a reservation. It is important to both parties that you understand this agreement in relation to your use of Better Moments of Bulgaria OOD (Ltd).

Please note that reservations which include more than one product will be governed by Bulgarian package tour legislation. Should any discrepancies occur between our conditions and the said package tour legislation, then the legislation will take priority.

All travel products available at Better Moments of Bulgaria OOD are compliant with Bulgarian legislation and regulations. Demands made beyond the said legislation and regulations may be forwarded by Better Moments of Bulgaria OOD as an enquiry but cannot be considered to be part of the contract unless accepted by the supplier.

BOOKING/CONTRACT

Better Moments of Bulgaria OOD acts as distributor for travel and tourism-related packages in Bulgaria. By travel and tourism-related packages we mean; accommodations, diverse transport, food, activities, entrances of tourist attractions, guiding, and more including in the packages.

By the term booking, we mean the purchase of any package, product or service made via email, when it is part of Better Moments of Bulgaria OOD network.

Bookings are binding when Better Moments of Bulgaria OOD has sent a written confirmation with an order number to an email address submitted by the operator.

Read the confirmation you receive from Better Moments of Bulgaria OOD carefully. It is the buyer's responsibility to make sure that the order is correct. The confirmation is our contract, and it is important that you, the customer, make sure that it is in accordance with your order. Any comments must be made immediately. Payment confirms acceptance of these conditions.

Better Moments of Bulgaria OOD advises customers to print out the confirmation and take it with them on their trip.

You must be at least 18 years of age to make a reservation with Better Moments of Bulgaria OOD

Payments and Refunds

You must prepay the products that we sell by bank transfer, unless otherwise stated.

Tour Provider Conditions and cancellation

The following applies to all products or services booked with Better Moments of Bulgaria OOD:

When booking accommodation, general cancellation rules apply for all suppliers (see below). When it comes to other categories, the supplier's own terms will apply in addition to Better Moments of Bulgaria specific conditions as laid down in this document. These terms also apply to package tours, and it is your responsibility to read them.

You are responsible for complying with any supplier-specific conditions in relation to check-in times, reconfirmation of flights, or other matters.

Accommodation

General conditions: Prices stated are per room/per day or per unit (cabin, etc.)/per period and include VAT, excluding city taxes (they need to be paid by the customer on the spot in some cases).



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Our accommodation providers have guaranteed that Better Moments of Bulgaria OOD will have access to their best available rates, i.e. the best rates offered by the accommodation company on electronic distribution channels on any given day, and on the same terms.

No refunds are given for cancellations made directly to product owners/providers.

Hotels, Hostels, Guesthouses, Marinas:

Cancellations made:

- **Up to 30 days prior to arrival: Full refund**
- **Less than 30 days prior to arrival: No refund**

Damages: The tenant must treat rented objects in a responsible manner. The tenant must leave the rented object in the same condition as when he/she arrived, after fair wear and tear is taken into account. The tenant is responsible to the owner/letter for any damage to the rented object or its furnishings and movables that may occur during his/her stay, as a result of actions carried out by the tenant or persons whom the tenant or his/her party have allowed access to the rented object during the rental period. Any damage to the rented object or its furnishings and movables occurring during your stay, should be reported to Better Moments of Bulgaria Ltd. immediately.

Activities/Packages:

Cancellations or changes need to be in writing directly to Better Moments of Bulgaria OOD (info@bettermoments-bulgaria.com) within the deadlines stated below.

(UP TO 9 PEOPLE) BOOKING A PACKAGE (LASTING MORE THAN 24 HOURS):

- **Cancellation up to 30 days prior to departure will occur no fee**
- **Cancellation from 15 to 30 days prior to departure will be charged 50%**
- **Cancellation less than 15 days prior to departure will be charged 100%**
- **Cancellation can only be done by e-mail to (info@bettermoments-bulgaria.com)**
- **"No Show" will be charged 100%**

Any amendments made to your booking are treated as cancellations and subsequent new bookings – please refer to Cancellation of your Booking.

Better Moments of Bulgaria OOD right to cancel/make amendments

Circumstances over which we or our product owners (suppliers/partners) have no control, e.g. weather conditions, breakdowns, labour disputes, outbreak of epidemics and the equivalent (Force Majeure) may result in cancellation/amendment.

Should such cancellation/significant amendment occur, the organizers will provide the customer with immediate notification. The right to price reductions or refunds of the purchase sum does not apply if the defect is due to server weather/snow conditions (Force Majeure)

Insurance/Cancellation Insurance

We recommend all our customers to make sure they have satisfactory insurance arrangements prior to their trip.

All our customers should have a satisfactory health/travel/cancellation insurance prior to their trip. In the package "hiking in the mountains" we highly recommend the guests to check if "mountaineering" and mountain rescue is included in their insurance. Better Moments of Bulgaria OOD does not take any responsibilities towards not having or not having the right insurance. All costs coming out of this, are costs for the guests/customers.



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Obligations

Better Moments of Bulgaria OOD obligations

- Ensure that the necessary documents/confirmations are sent in writing to your given email address
- Ensure that you receive information of any changes made to your booking
- Ensure that our product owners/suppliers/partners are paid for what you have purchased

Our product owners' /sub suppliers'/ partners' obligations

- Accountability for supplying the product you have purchased in accordance with its description
- Compliance with applicable legislation and regulations
- Checking proof of identity / passports where necessary, and the rejection of any travellers lacking the proper documentation.
- If necessary, check valid and up-to date vaccination proof (COVID or any other virus requested by the government)

The Customer's obligations

- Make yourself familiar with our terms of cancellation or those of our product owners/suppliers/partners
- Accept financial responsibility for all transactions made in your name
- You must be over 18 years of age and have the capacity to effect legal transactions and incur liability
- You warrant that all information about you and your party is true and accurate
- Better Moments of Bulgaria OOD must not be used to make speculative, false or fraudulent bookings
- Obtain information about rendezvous times
- Make sure that tickets and confirmations are in accordance with your booking as soon as confirmation is received
- Bring valid identification/passport or visa
- Bring, if necessary, valid and up-to-date vaccination proof (COVID or other virus requested by the government).
- Be updated/known about the situation in Bulgaria towards your "own country" regarding country entry in Bulgaria.
- Observe the regulations given by product owners/suppliers/partners
- Do not inconvenience other travelers/participants
- Do not damage the product owner's/supplier's/partner's property – you may be liable to pay compensation

Shortcomings

It is considered a shortcoming when what you receive deviates from what you have booked and had confirmed. It is also a shortcoming when you are given insufficient or negligent information about conditions which would normally be of importance to the product you have booked.

The following circumstances are not considered shortcomings:

- minor delays when travelling
- deviations from normal weather, temperatures or other climatic conditions
- adjustments in our packages due to pandemic regulations (also for 3rd party)
- circumstances resulting from the traveler's own negligence

Even though we have done what we can to ensure accuracy and availability, some errors may occur. When such occurrences are brought to our attention, we will do our utmost to ensure that you are notified within 3 working days after your reservation has been made. We reserve the right to cancel your reservation and refund the cost, needless to say, without any liability befalling the customer. In cases where the supplier cancels or makes changes to your reservation, we will do everything in our power to notify you as soon as possible. Should the supplier be unable to fulfil your booking, you will have the option of accepting an alternative offer or cancelling your booking



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and receiving a full refund. In cases where the supplier is unable to provide an alternative within three working days, we reserve the right to cancel your reservation and provide you with a full refund, without any other form of compensation.

MODIFICATIONS AND ERRORS

Our web site may be subject to modifications and errors without notice. The information provided may be subject to changes that have occurred after it was published. We can accept no responsibility for any clerical errors.

OTHER GENERAL TERMS

Better Moments of Bulgaria OOD can accept no responsibility for accidents or damages (deaths and or other personal injuries) resulting in the discontinuation of all or part of a trip, provided that the damage was caused by no fault of ours or our suppliers.

Better Moments of Bulgaria OOD can accept no responsibility for indirect losses or consequential damages of any kind in cases where products or services ordered via Better Moments of Bulgaria Ltd. reservation service are not protected by Bulgarian law.

PRIVACY

Our privacy guidelines are based on current Bulgarian legislation regarding consumer protection and privacy.

CUSTOMER REVIEWS

Better Moments of Bulgaria OOD will offer (y)our customers an online service allowing you to publish reviews (guest assessments) of your trips. We are at liberty to display reviews, comments and other material submitted by customers after they have finished using products and services purchased via Better Moments of Bulgaria OOD. You waive any rights of ownership you may have to such customer reviews, and such reviews may be freely used, copied, distributed and made available in any media, also in some cases by Better Moments of Bulgaria OOD or our associates, without your permission.

Specifically, with the help of Better Moments of Bulgaria OOD customer review service, you guarantee that:

- You have all rights to any user reviews you publish
- Any reviews published were correct on their date of registration
- You will not consciously or inadvertently publish information that may harm or cause offence to private individuals
- You will not publish comments, information or other material which are untrue, malevolent, offensive or which may be interpreted as such
- You will not in any way trick, mislead or encourage anyone into fraudulent and/or illegal activities

Better Moments of Bulgaria OOD does not edit reviews, if they are to be published, they must therefore be in accordance with our guidelines. We will, to such an extent as the law allows, in no way be liable for such reviews, their use or distribution. The decision to publish your review and your assessment/comments is made at your own risk.

Better Moments of Bulgaria OOD reserves the right to reject contributions or remove (without warning) reviews at its own discretion. Amongst other things, this includes situations where Better Moments of Bulgaria OOD receives complaints from a third party and/or has reason to believe that our terms and conditions have not been adhered to.



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QUESTIONS AND COMPLAINTS IN CONJUNCTION WITH YOUR BOOKING

Should you have any other enquiries or complaints in conjunction with your booking prior to your departure, please contact us by email at info@bettermoments-bulgaria.com

Should you have any complaints with regard to a product owner/supplier/partner while on your trip, be sure to lodge your complaint immediately and officially with the relevant product owner/supplier/partner and make sure you receive a written confirmation before departing/checking-out.

If you have any other questions or complaints in conjunction with your booking or the actual product itself, you may contact us on your return home, no later than 15 days after the event took place. State your booking reference and/or forward all relevant information in writing.

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