

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE BALKAN HOLIDAYS WEBSITE

These General Terms and Conditions regulate the use of the services and functionalities of the website: <https://www.balkanholidays.eu> (hereinafter referred to as the “Website”). The Website is owned and operated by BALKAN HOLIDAYS SERVICES LTD., UIC 130256088.

Users should carefully review all sections of these Terms before using the Website.

Use of or access to any part of the Website constitutes the User’s agreement to abide by all rules and these Terms of Use. If the User does not agree to these Terms, they may be unable to access certain functions of the Website or purchase or use the products and services offered.

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I. INFORMATION ABOUT THE TOUR OPERATOR

“BALKAN HOLIDAYS SERVICES LTD.”, UIC 130256088, with registered address in Sofia, Dyakon Ignatiy Str. No. 7, is a registered tour operator and travel agent with registration number 4084, under Initial Registration Order RD 16-47/28.01.2005 and Change Order T-RD-14-25/18.04.2016.

Balkan Holidays has over 50 years of experience as a leading tour operator and travel agent and is a key part of the largest corporate group in the Bulgarian tourism industry.

II. USE OF THE WEBSITE

Certain personal data must be collected from Users to provide the services subject to these Terms. All data submitted by Users or collected during the use of the Website will be used and stored by the Tour operator in accordance with its Privacy Policy.

II.1 Permitted Use

The content of the Website may be used by Users only:

- for personal, non-commercial use;
- to obtain information, check availability, and familiarize themselves with the products and services offered by the Tour operator;
- for lawful purposes related to the purchase of products and services;

- to access or retrieve travel information and/or reservation data, manage preferences, or contact the Tour operator regarding reservations or trip organization;
- to send and share opinions, ratings, reviews, and comments about products and services.

II.2 Prohibited Use

The content of the Website may not be used to:

- extract, use, or copy materials or information from this Website for any commercial or illegal purpose;
- use the Website in a way that causes, or may cause, a violation of the rights of any other party or that breaches legal regulations;
- create unauthorized, false, or fraudulent reservations via the Website.

Unless otherwise permitted, the User may not use any of the marks, icons, or logos on the Website without prior written permission.

Unless otherwise stated, the Tour operator holds the intellectual property rights to the content and information on this Website, including (without limitation) all text, audio, photos, images, logos, videos, maps, blogs, customer reviews, graphics, design, underlying source code, and software.

Materials and information from this Website, in whole or in part, may not be reproduced, copied, reissued, downloaded, published, broadcast, or transmitted in any form or by any means without prior permission.

II.3 External Links

From time to time, the Website may provide external references or links, or connect the User to websites of subcontractors or suppliers, or third-party sites.

The Tour operator does not assume responsibility for those external websites or their content. Access to and use of those websites will be subject to their respective terms of use.

II.4 User Account

Each user may create a user account by providing an email address, which will serve as their username, and by creating a password for access.

To create an account, the User must be of legal age.

III. PRODUCTS AND SERVICES

BALKAN HOLIDAYS SERVICES LTD. provides via its online platform services both in its capacity as a tour operator and as a travel agent.

These Terms regulate service reservations. If a particular service has additional conditions or rules, such information will be specified in the description of the relevant product.

Together, these provisions constitute the entire agreement between the User and the Tour operator. By reserving and paying for selected products and services, the User confirms their binding agreement to these Terms and to any applicable additional conditions.

IV. PRICES, RESERVATIONS AND PAYMENTS

IV.1 Prices

1.1 The prices displayed on the Website include VAT.

1.2 The product descriptions indicate what the price includes and what must possibly be paid extra on site.

1.3 The prices for the respective services/products are final.

1.4 In the event of a change in the price of a purchased product/service due to reasons beyond the control of the Tour operator, the latter will immediately notify the User.

The User has the right, within 48 hours of being notified of the change in pricing conditions, to indicate whether they will: modify the duration of their stay in order to retain the originally agreed price; pay the difference; or cancel the reservation entirely. In the event of cancellation of the reservation due to a price change, the Tour Operator shall refund 100% of the amount received from the User within the timeframes specified in the “Payment” section.

IV.2 Reservation

2.1 Making a reservation

Reservations may only be made by individuals of legal age.

The reservation is made after choosing a service, entering the mandatory data in the online reservation form, and making the advance (deposit) payment.

By making a reservation, the User expresses their intention to enter into a contract with the Operator for the provision of the respective service/product.

Upon successful completion of reservation, a written confirmation is sent to the User’s email address.

The contract between the User and the Tour operator is considered concluded once the confirmation is received.

2.2 Modification of the reservation

The User has the right to modify the reservation with respect to the start and end dates, the number of persons, or their identity.

A modification is considered accepted after written confirmation by the Tour operator is sent to the User’s email.

Modifications may be made free of additional fees within the deadlines specified in the offer and in the reservation confirmation.

Modifications after these deadlines are not allowed unless there is explicit agreement from the reserved accommodation.

The Tour operator cannot guarantee preservation of the original price upon modification and is not liable for price changes.

2.3 Cancellation of the reservation

The User may cancel the reservation at any time under the following conditions:

- If the cancellation is made within the deadlines specified in the offer and in the reservation confirmation, the Tour operator will refund 100% of the amount paid by the User, within the timeframes set under “Payments.”
- If the cancellation is made after the stated deadlines, the Tour operator retains the deposit paid by the User as a penalty.

IV.3 Payment

3.1 Payment is made via debit or credit card through a virtual POS terminal accessible via the Website, after completing the reservation.

After selecting “Pay,” the User is directed to the payment provider’s POS terminal.

3.2 Deposit

Unless otherwise specified, the deposit amount is 30% of the total price. The deposit is paid immediately after completing the reservation via the Website’s “Pay” function.

3.3 Final payment

The final payment for the reservation must be made within the deadlines specified in the confirmation.

After making the final payment, the User receives a voucher by email, which must be presented at the hotel reception either in electronic format or in printed form.

3.4 Refund

In the event of a refund-triggering condition, the amount is returned to the same bank card used for the reservation.

All refunds are made within 5 to 7 working days from the moment the refund condition is met.

3.5 Invoice

For each payment made, the Tour operator issues an invoice. If the User wants the invoice to be issued to a legal entity, the User must include the legal entity’s details in the “Comments” field when making the reservation.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES

V.1 Rights and obligations of the Tour operator

1.1 The Tour operator is obliged to provide the services selected and paid for by the User, in compliance with these Terms and any specific additional conditions.

1.2 The Tour operator is relieved from its obligations under the contract, without being liable for any penalty, if the User fails to make the agreed payments within the deadlines set by these Terms or by additional conditions.

1.3 The Tour operator holds insurance pursuant to Art. 61, para. 2, item 4, and Art. 97, para. 1 et seq. of the Tourism Act, with Euroins JSC, located at 43 Christopher Columbus Blvd., Sofia. The certificate confirming the insurance contract is available in the “Documents” section of the Website.

1.4 The Tour operator is registered as a tour operator and travel agent under No. 4084; the registration certificate is available in the “Documents” section.

1.5 The Tour operator is entitled to receive the agreed price, in full and within the agreed timeframe.

V.2 Rights and obligations of the User

2.1 The User must present valid identification when using the services.

2.2 The User must pay for services within the deadlines agreed between the parties under these Terms and additional conditions.

2.3 The User is responsible for the accuracy of data provided in the reservation.

2.4 The User must comply with rules of conduct at accommodation facilities and with instructions given on site by service providers.

2.5 The User has the right to use the Website in accordance with the rules set out in these Terms.

2.6 The User has the right to make changes, payments, cancellations under these Terms.

2.7 The User has the right to file a complaint to the Consumer Protection Commission in case of violation of their rights under the Consumer Protection Act.

Contacts of the Consumer Protection Commission:

Address: Vrabcha St. 1, Sofia 1000

Contact Center: tel. 0700 11 122

Office hours: 9:00 – 17:30

Email: via contact form on the Website

Website: <https://www.kzp.bg>

V.3 Liability of the Parties

3.1 In case of non-performance by the Tour operator of its obligations under this contract, it is liable to compensate the User for duly proven damages. The maximum liability of the Tour operator in such cases shall be up to 100 % of the value of the affected services.

3.2 Where the liability of the Tour operator's contractors for damages is limited by international treaties ratified and published in the State Gazette and in force in Bulgaria, the Tour operator's liability shall be within those limitations.

3.3 The Operator shall not be liable for damages resulting from non-performance or improper performance caused by:

a) the User;

b) third parties not involved in the performance of the contract;

c) force majeure events or circumstances that could not be foreseen or prevented with due diligence by the Operator or its contractors.

V.4 Disputes and Complaints

4.1 All disputes arising from this contract shall be resolved by mutual agreement. If agreement cannot be reached, the disputes shall be submitted to a competent Bulgarian court.

4.2 If, during the trip, facts of non-performance or improper performance arise, the User is obliged to promptly notify the service provider of the Tour operator in writing to allow timely measures by all interested parties.

4.3 If the User's claims regarding service quality cannot be resolved on the spot, the User may submit a properly drawn complaint accompanied by a tripartite protocol (operator – client –

accommodation provider), signed during the stay, no later than 14 days after the end of the trip. Without such a protocol or complaint, the User may not assert any claims against the Tour operator.

4.4 The Tour operator is obliged, within 30 days from receipt of the complaint, to issue its written position.

VI. GENERAL PROVISIONS

VI.1 Amendment of the Terms

The Tour operator reserves the right to modify these Terms at any time, and will notify the User up to 7 days after the change, if the User has a client account or an active reservation.

The amended Terms shall enter into force on the date they are published on the Website.

VI.2 Governing Law

Bulgarian law applies to all relations between the Tour operator and the User.

The competent court for all disputes between the parties is the relevant Bulgarian court by subject and territorial jurisdiction.

These Terms are published on the Website and came into force on 01.11.2025