**GENERAL TERMS AND CONDITIONS**

**Please read carefully as these Terms and Conditions define our respective rights and obligations. Once you've sent us your enquiry, you agree to accept these terms and conditions by default.**

The Terms and Conditions defined hereinafter are referred to and applicable for Zagreb walking tours and day trips of the web site www.vlavla-travel.com, whereas Vla Vla Travel travel agency / Sole trader for Tourism and business services, owner Vlatka Marić, OIB 41195484737, Šamačka 2, 10000 Zagreb, CROATIA, undertakes the role of the main organiser, hereinafter “the Organiser”. These General Terms and Conditions (GTC) represent an integral part of the contract between the Organiser and the passenger, hereinafter “the Passenger”.

**1. The Subject of the travel arrangement contract**

The organiser of your tour is Vla Vla Travel, travel agency which guarantees the implementation of the program as described and published. The Organiser will fulfil the program of the travel arrangement fully as described above, except in the case of exceptional circumstances (war, strikes, terrorism, natural disasters, interventions of the authorities etc.).

**2. Price of the travel arrangement**

All prices are defined by the travel program and are valid from the date of publishing. Prices are expressed in the Croatian currency, Kuna, calculated as per exchange rate of the Croatian National Bank on the day of publishing the program. Prices in EUR are for informative purpose only.

The Organiser reserves the right to change the published prices in case of an increase of the price of fuel for more than 8%, as well as in case of an increase of the admission fees for monuments visited as per program.

**3. Booking and payment conditions**

 Upon receipt of an enquiry, the Organiser will confirm the availability and inform the Passenger that they can proceed with the payment. After the payment has been received in full amount, the Passenger shall receive a written confirmation by email.

 Such an email will be considered a formal confirmation of booking. It is in the best interest of the Passenger to print and keep that confirmation.

 When more than one person travel within the same group, the Organiser will conduct negotiations with only one member of the group, who will act on behalf of other passengers in the group. Such a person will be considered in charge of the group as their party leader.

The party leader of the group will be considered as the only client (Passenger) who can demand changes in the program or confirm additional expenses. Also, such party leader shall be considered as the only client in charge of concluding the booking process as well as making the payments which are needed to confirm the booking. The booking confirmation will then be issued in the name of that party leader.

 After the confirmation of availability, the Passenger will pay the travel arrangement in full amount.

 The Organiser will not accept any responsibility for incorrect email or inability to deliver email to the Passenger. If the Passenger’s confirmation does not arrive on time or at all, then the Passenger must ask the Organiser to resend the email confirmation of the tours paid for by the Passenger.

 The Organiser will confirm each booking by email. All internet bookings will be confirmed by email.

 It is the responsibility of the Passenger to check the accuracy of dates booked upon receipt of their booking documents.

 Full payment is required at the time of booking.

 For any last minute or short notice bookings, it is advised to contact the Organiser to check the availability.

**4. Change of program**

The Organiser reserves the right to change the itineraries published on the web pages, at any time and at their discretion. The Organiser, as a professional company, will endeavour to avoid this and if this is necessary, the Organiser will substitute alternative arrangements of comparable monetary value.

The Organiser reserves the right to alter their itineraries in the events outside the Organiser’s control, events that cannot be avoided (changes caused by force majeure events such as strikes, riots, political unrest, war hostilities, or threat of war, terrorist activity, industrial disputes, fire, flood, natural or nuclear disaster, unfavourable weather conditions or similar events beyond the control of the Organiser).

The Organiser accepts no responsibility and shall not be liable in respect of loss or damage or changes caused by force majeure events such as strikes, riots, political unrest, war hostilities, or threat of war, terrorist activity, industrial disputes, fire, flood, natural or nuclear disaster, unfavourable weather conditions or similar events beyond our control.

The Organiser is a professional agency that strives to make their tours even more brilliant than what most would expect. Therefore, should the Organiser identify an attraction or an interest becomes apparent to the Organiser, and if the Organiser considers it might enhance the Passenger’s experience, then the Organiser reserves the right to include these in the best interests of their Passengers.

The Organiser reserves the right to decrease the price of tours at any time. The Organiser reserves the right to launch amended program / brochures on the web pages at any time.

**5. Cancellation by the Organiser**

The Organiser can terminate this Travel Arrangement Contract before the start of the travel arrangement, partially or during the tour, and fully recompense the Passenger for all the payments received for the travel arrangement (without the obligation to indemnify the Passenger) if the Organiser was prevented from fulfilling the contract by exceptional circumstances which could not have been avoided. The Organiser is obliged to notify the Passenger about the termination of the Contract no later than 24 hours before the tour would commence.

**6. Cancellation by the Passenger**

If the Passenger chooses to cancel the booked tour, the Passenger must do so in writing.

**The following cancellation policy will apply:**

For tours under „Day trips“

 For cancellations notified 21 days or more prior to the tour commencement, the Organiser will charge 50% of the total amount. The Organiser will refund the rest of the money to the Passenger within 15 days, deducting the cost of the bank charges from that amount.

 For cancellations from 20 to 15 days prior to the tour commencement, the Organiser will charge 75% of the total amount. The Organiser will refund the rest of the money to the Passenger within 15 days, deducting the cost of the bank charges from that amount.

 For cancellations from 14 - 0 days prior to the tour commencement, the Organiser will charge 100% of the total price.

 The day trip booked and paid for in total amount can be assigned to the third party upon written agreement with the agency. It can also be re-scheduled for another date (subject to availability) upon written agreement with the agency.

For tours under “Zagreb Walking tours”

 In case of any cancellation, the Organiser shall charge 100% of the total price.

Zagreb walking tour can be assigned to a third party upon written agreement with the Organiser. Zagreb walking tour can also be re-scheduled for another date (subject to availability) upon written agreement with the Organiser.

**7. Obligations of the Organiser**

The Organiser, the recipient of payments for a travel arrangement, is responsible for the provision of services covered by the Travel Arrangement Contract, and is obliged to supply the Passenger(s) with a detailed travel program as well as these General Terms and Conditions, in a written or electronic form.

The Organiser is bound by the data contained in the travel program and is responsible for the orderly provision of all the services covered by the contract, as well as for observing the rights and interests of the passenger(s), in accordance with due professional care and practices in tourism.

The Organiser is obliged to provide, without unnecessary delay, adequate assistance if the passenger encounters a problem, and especially a) by providing adequate information about health services, local authorities and consular assistance and b) by assisting the Passenger in establishing long-distance communication and finding alternative travel arrangements. If the Passenger caused the problem intentionally or by negligence, the Organiser can charge a reasonable fee for the provided assistance, in the amount which may not exceed the actual costs incurred to the Organiser.

The Organiser is obliged to offer every Passenger a travel insurance 'package'. By settling full payment of the agreed travel program’s price to the Organiser’s official bank account, the Passenger confirms that the employees of the travel agency have offered the travel insurance package.

The Organiser rejects any liability in case of modification and non-provision of services caused by force majeure and/or delay of the means of transport for which the transport operator is not liable pursuant to legislation and international conventions.

**8. Insolvency Insurance**

According to the Act on the Provision of Tourism Services of the Republic of Croatia, the Organiser is obliged to deposit, for each travel arrangement, an insolvency security with an insurance company or a bank in the Republic of Croatia, for

a) the refund of all payments made by or on behalf of the Passenger in connection with the Travel Arrangement Contract for services which have not or will not be performed or will only be partially performed as a consequence of the Organiser’s insolvency or bankruptcy, and

b) compensation to the Passenger for necessary accommodation, meals and return to the place of travel program departure, if transportation of the Passenger was included in the Travel Arrangement Contract, as well as for all other claims in this respect, attributable to the Organiser's insolvency or bankruptcy.

The Organiser has concluded an Insolvency Insurance Contract with the Triglav d.d. insurance company. In case of an occurrence of an insured event, the Passenger must contact the insurer as quickly as possible at the following address: Triglav Osiguranje d.d. Zagreb (Rijeka branch), Antuna Heinza 4, 10000 Zagreb, Croatia, EU Tel.: +385/51358333, e-mail: rijeka@triglav-osiguranje.hr, and the number of insolvency insurance policy is 990007050391 valid until May 27, 2020.

By signing the Travel Arrangement Contract or by settling full payment of the agreed travel program to the Organiser’s official bank account, the confirms that the Organiser has made the Passenger aware of the contents of the applicable insolvency insurance policy.

**9. Professional and public liability insurance**

According to the Act on the Provision of Tourism Services of the Republic of Croatia, the Organiser is obliged to co-sign a liability insurance policy with the insurer that covers any damage caused to the Passenger by the non-performance, partial performance or undue performance of the obligations connected with the travel arrangement.

The Organiser has signed a professional and public liability insurance policy with the Triglav d.d. insurance company. The contact information of the insurer is as follows: Triglav Osiguranje d.d. Zagreb (Rijeka branch), Antuna Heinza 4, 10000 Zagreb, Croatia, EU, Tel.: +385/51358333, E-mail: rijeka@triglav-osiguranje.hr, and the number of professional and public liability insurance policy is 010007267455 valid until May 27, 2020.

By signing the Travel Arrangement Contract or by settling full payment of the agreed travel program to the Travel agency’s official bank account, the Passenger confirms that the employee of the Travel agency has made the Passenger aware of the contents of the applicable professional and public liability insurance policy.

**10. Obligations of the Passenger**

The Passenger is obliged to get acquainted with the valid regulations concerning travel documents, visas, foreign currencies and customs and health regulations applicable in the country to which s/he is travelling. The Passenger is obliged to ensure that s/he and his or her documents and luggage conform to the requirements specified in the customs border, health and other regulations of his or her country and the countries to or through which s/he is travelling. The Organiser is not responsible for the decisions of the officials who deny transport to the Passenger, refuse to issue his or her visa or prevent him or her from entering a particular country, nor is the Organiser liable for the costs therefore incurred. If, due to the above reasons, the travel is cancelled before it starts or during its course, the Organiser reserves the right to charge cancellation fee as regulated by these General Terms and Conditions and specific cancellation policy indicated in the travel program.

The Passenger is obliged to adhere to the travel program, observe the house rules in catering and/or hotel facilities and cooperate in good faith with the representative of the Organiser and the service provider. In the case of non-compliance with these obligations, the Organiser shall reject any liability for the resulting damage and the Passenger shall pay for it on the premises. During the travel, the Passenger is obliged to behave in a manner which does not endanger the lives or health of his or her fellow passengers and the course of the travel. If the Passenger's behaviour is in breach of this provision, the representative of the Organiser has the right to exclude him or her from the rest of the travel, without the obligation to indemnify him or her.

The Passenger is obliged to get vaccinated and carry the certificates and documents concerning vaccination when travelling to the countries for which they are required under the regulations of the World Health Organization. If necessary, the Passenger is obliged to supply a medical certificate. If the Passenger does not carry these documents with him or her, which causes him or her to cancel the travel or prevents him or her from continuing it, no liability shall arise there from for the Organiser and the Passenger shall be charged with cancellation costs as indicated in the travel arrangement programme.

The Passenger is obliged to notify the Organiser on time about all the facts regarding his or her health, habits etc. which might compromise the course of the travel (specific dietary needs based on health and other reasons, suffering from certain diseases etc.).

**11. Travel insurance**

The price of the travel arrangement does not include travel insurance. According to the Act on the Provision of Tourism Services of the Republic of Croatia, the Passenger will be offered travel insurance during the booking process. We recommend a travel insurance package with Allianz osiguranje d.d. - health insurance, baggage insurance, casualty insurance, travel cancellation insurance.

**12. Dealing with Complaints**

In the case of incompletely or inadequately provided contracted travel services, the Passenger has the right to complaint and can initiate a complaint procedure with the representative of the travel agency or service provider on the spot, who will try to rectify the incompleteness or inadequacy. We emphasise that is in the interest of the Passenger to act in good faith and express the intent of resolving the complaint on the spot. If that is not possible, the Passenger must request a written confirmation from the representative of the travel agency or the service provider, showing that the service was not provided or that it was not provided in accordance with the Contract. The Passenger shall enclose the written and signed confirmation with the written complaint, which s/he is obliged to send to the Organiser within 8 days after the travel end by registered mail to the following address: VLA VLA TRAVEL, travel agency/Sole Trader for tourism and business services, owner Vlatka Marić, Šamačka 2, 10000 Zagreb, Croatia.

If the Passenger lodges a complaint after the indicated deadline, the Organiser shall not be obliged to address such a complaint. Each Passenger shall lodge the complaint separately. Collective complaints shall not be considered by the VLA VLA TRAVEL, travel agency/Sole trader for tourism and business services. The Organiser is obliged to issue a written decision on the complaint within 15 days after the receipt of the complaint and may postpone the deadline for the decision on the complaint by an additional 15 days, on grounds of gathering information.

The Organiser will address only those complaints for which the Passenger submits proof of having lodged them on spot in written form with the service provider, and of the failure to eliminate their cause on the premises. During the decision procedure and for a total of 15 or 30 days, as applicable, after lodging the complaint, the Passenger shall irrevocably reject mediation by any other person, arbitration by the Association of Croatian Travel Agencies or other institutions, as well as abstain from providing information to the media. During this period, the Passenger shall also waive the right to sue. If, by fault of VLA VLA TRAVEL, travel agency, a part of the program or services is not provided, the Passenger shall be entitled to receive compensation in the amount of the actual value of the services unused, which cannot include the services already used or the total price of the travel arrangement. The Passenger and VLA VLA TRAVEL travel agency shall try to resolve their disputes amicably, and failing that, shall agree on the jurisdiction of a court in Zagreb. The governing law will be the Croatian law.

Vla Vla Travel, Turistička agencija / Obrt za turističke i poslovne usluge, Šamačka 2, 10000 Zagreb, Croatia, EU Tel: +385 99 277 8777, email: info@vlavla-travel.com, vlatka@vlavla.info , W: [www.vlavla-travel.com](http://www.vlavla-travel.com)

VLA VLA TRAVEL, TRAVEL AGENCY/ Sole trader for tourism and business services

Owner: Vlatka Marić; OIB 41195484737

Turistička agencija/Obrt za turističke i poslovne usluge • Šamačka 2, 10000 Zagreb, CROATIA Business registry No. / MB: 98009516 • MOB: +385 99 277 8777 • Email: info@vlavla-travel.com, vlatka@vlavla.info , [www.vlavla-travel.com](http://www.vlavla-travel.com)

**13. Jurisdiction**

Both contracting parties, the Organiser and the Passenger, agree to amicably resolve any potential disputes. In case of a dispute, the governing law and court jurisdiction shall be determined based on the headquarters of the Organiser or service provider and Croatian law shall apply.

**14. Weather Conditions**

The Organiser reserves the right to change the program if the weather conditions are such that a satisfactory execution of the service is not possible. In such conditions and in agreement with the Passenger, the Organiser is obliged to either reschedule the start of the tour, or to refund the Passenger. The Organiser reserves the right to make that decision.

Under no circumstances can the Organiser be held responsible for weather conditions. No tours can be cancelled or amended by the Passenger at any time on the basis of weather conditions. The Organiser accepts no responsibility for weather conditions that may affect the delivery and implementation of its itinerary.

**15. Privacy protection**

The Passenger shall provide his or her personal data voluntarily. The personal data of the Passenger are required in the process of the provision of the requested services and will be used for further communication (e.g. letters of intent, instructions on payment, information on service provision).

VLA VLA TRAVEL travel agency assumes responsibility not to export the Passenger's personal data out of the country or disclose them to third persons other than the partners which participate in the provision of a contracted service (e.g. accommodation service providers, airline companies, transport operators, tourist guides, travel managers etc.). An exception from the provision of personal data to third persons shall be made with regard to obligations prescribed by law/decisions of competent state authorities or arising from contracts on voluntary health insurance during the travel, insurance against accidents and illness during the trip, luggage insurance, insurance against cancellation of the trip and insurance covering the costs of assistance and return of the passenger to the place of departure in case of accident and illness. If the Passenger signs an insurance policy, the personal data will be forwarded to the insurance company.

The Passenger's personal data will be stored in a database, in accordance with the decision of the Organiser’s management about the method of collecting, processing and storing personal data.

VLA VLA TRAVEL travel agency reserves the right to use the Passenger's personal data for marketing purposes (e.g. sending information, incentive measures, advertising, and newsletters). The Passenger can, at any time, demand that his personal data be excluded from the database used for marketing purposes, by sending a written request to info@vlavla-travel.com. Any objection regarding processing of personal data for marketing purposes will not affect the contracting or provision of the requested services.

VLA VLA TRAVEL, TRAVEL AGENCY/ Sole trader for tourism and business services

Owner: Vlatka Marić; OIB 41195484737

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