

## **GENERAL TERMS AND CONDITIONS FOR PACKAGE TRAVEL ARRANGEMENT**

**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.**

### **Article 1. General provisions**

These General Terms and Conditions (GTC) for Package Travel Arrangement, as well as the pre-contractual information as an Annex 1 herewith, represent an integral part of the Package Travel Arrangement Contract, hereinafter **“Contract”**, concluded between the VLA VLA TRAVEL travel agency / Sole trader for Tourism and business services, Owner and Travel Agency Manager Vlatka Marić, OIB 41195484737, Šamačka 2, 10000 Zagreb, CROATIA, MB/Business registry number 98009516, hereinafter referred to as **“the Agency”**

**and**

The Traveller, hereinafter **“the Traveller”**, or Travel Arrangement Mediator, hereinafter **“the Mediator”**, respectively another person or travel agency which is concluding this Travel Arrangement Contract on behalf of the actual Traveller. In the event when the Mediator concludes this Contract on behalf of the Traveller, the Mediator guarantees that she/he is authorised by the Traveller to act on his/her behalf, to share Travellers personal information with the Agency, for the purpose of travel program execution and to accept all contractual obligations that arise from this agreement.

The Terms and Conditions defined hereinafter are referred to and applicable for every travel arrangement program concluded between The Agency and the Traveller, whereas VLA VLA TRAVEL undertakes the role of the main organiser of the multi-day tours. In case of any boat charter transaction, VLA VLA TRAVEL travel agency undertakes the role of the charter subagent (mediator) whereas for each charter of the boat(s) the terms and conditions will be specified in each and every charter contract and only those terms will apply.

Package travel arrangements where VLA VLA TRAVEL is not the responsible tour operator are subject to the general terms and conditions of the responsible tour operator and VLA VLA TRAVEL is not liable for their implementation.

A Package Travel Arrangement is a combination of at least two services that entail transport, accommodation and other touristic services that are packed into one service package which lasts for more than 24 hours, and the Traveller pays one complete price for the combination of these services.

This Contract becomes binding once signed by the legal representative of the VLA VLA TRAVEL and the Traveller or the Mediator (on the Traveller's behalf). In case neither the Traveller nor the Mediator is able to sign the contract in person, this Contract also becomes binding by giving consent, such as travel arrangement booking confirmation via email or by settling either full or partial payment of the agreed travel program to the Agency's official bank account.

When more than one person travel within the same group, the Agency will conduct negotiations with only one member of the group, who will act on behalf of other travellers 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 Traveller 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. Depending on the travel program, different Terms and Conditions may apply. Terms and Conditions will be specified in every custom-made travel program issued by the Agency.

All of the travel programs issued by the Agency are tailor-made and created upon request.

### **Article 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 euros (if not differently specified in the issued travel program). Each custom-made travel program will specify all price inclusions and exclusions. The Agency cannot be held responsible for any services that are not included in the travel arrangement or for any services paid by the Traveller or Mediator directly to the service provider.

### **Article 3. Booking procedure and payment conditions**

- According to best practices of travel advisory service, upon receipt of an enquiry, the Agency will respond with a proposal of a tailor-made itinerary, and elaborate the final itinerary according to the Traveller's or Mediator's requests. Such request or enquiry is made by emailing the Agency's official email address.
- Once the proposed itinerary is accepted, the Agency will issue an official offer for the package travel arrangement (Pro forma invoice), including this General Terms and Conditions for Package Travel Arrangement, which becomes the binding Contract once signed by all the parties.
- In case neither party of this Contract are able to sign it in person, this Package Travel Arrangement Contract also becomes binding by accepting the travel arrangement booking confirmation via email or by settling either full or partial payment of the agreed travel program's price to the Agency's official bank account.
- The Traveller or Mediator is obliged to settle 30% advance payment of the agreed price (if not differently specified in the issued travel program) upon which the Agency issues a travel arrangement booking confirmation.
- The remaining balance is due no later than 45 days prior to the travel date. If the required payments are not settled by the agreed due dates, it will be considered that the Traveller has cancelled his/her booking, whereby the cancellation policy, specified in the issued travel

program, will apply.

- In order for this contract to be legally binding, both the travel arrangement booking request issued by the Traveller or Mediator, as well as the travel arrangement booking confirmation issued by the Agency, are mandatory. After the payment of the deposit has been received, the Traveller shall receive a written confirmation by email. Such an email will be considered a formal confirmation of booking for the travel arrangement.
- The Agency will not accept responsibility for incorrect email or inability to deliver email to the Traveller. If the Traveller's confirmation does not arrive on time or at all, then the Traveller is obliged to ask the Agency to resend the email booking confirmation of the travel arrangement paid by the Traveller or Mediator.
- The Traveller must be minimum 18 years of age. If the Traveller is a minor, one of his/her parents becomes a binding party to this Contract. By signing this Contract the parent guarantees that the other parent is informed of the content of this Contract and also agrees with the minor's travel arrangement program.
- Cancellations can be made either by the Traveller or the Agency, whereby the cancellation policy will apply. By signing this Contract or by giving consent via sending a travel arrangement booking confirmation via email or by settling either full or partial payment of the agreed travel program price to the Agency's official bank account, the Traveller or the Mediator (on Traveller's behalf) guarantees that the Traveller is minimum 18 years of age.
- When more than one person travel within the same group, the Agency will conduct negotiations with only one member of the group, who will act on behalf of other travellers 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, Traveller, who can demand changes in the program or confirm additional expenses. Also, such party leader shall be considered as the only client/Traveller 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.
- It is the Traveller's responsibility to check the accuracy of the booked dates upon receipt of their booking confirmation.

#### **Article 4. Change in the agreed travel arrangement price**

Once the travel arrangement contract is concluded, the Agency is allowed to increase the agreed travel arrangement price only in case of:

- a) significant increase in transfer tariffs directly caused by the market price increase of fuel and other sources of energy

- b) significant increase of the value added tax and other taxes such as tourist tax, airport taxes, embarkation and disembarkation fees at seaports and airports
- c) significant increase in currency exchange rates.

The travel arrangement price can increase only by the reciprocal price increase percentage of the above mentioned elements.

The Traveller or Mediator is obliged to accept an increase of maximum 8% of the initially agreed travel arrangement price.

Should the price increase exceed 8% of the initially agreed travel arrangement price, any modifications and/or cancellations of the travel arrangement must be made in compliance with the Traveller whereby the Article 5 of this Contract shall apply.

Regardless of the increase percentage, the travel arrangement price change must be communicated to the Traveller latest 20 days prior to travel begin.

In the event when the travel arrangement price decreases due to the market price decrease of any of the above mentioned elements, the Traveller is entitled to the reciprocal travel arrangement price decrease. In this case, the Agency is obliged to refund the incurred balance exclusive any administrative expenses. If the price increase exceeds 8% of the initially agreed travel arrangement price, the Traveller or Mediator can cancel this Contract in writing latest two days after being notified about the travel arrangement price change.

The Traveller is entitled to a refund of settled payments exclusive any administration, visa, insurance and other incurred booking expenses. If the Traveller fails to notify the Agency about his/her travel arrangement cancellation in writing and on time, the Agency will consider that s/he agrees with the travel arrangement price change.

#### **Article 5. Change in other elements of the travel arrangement contract**

The Agency cannot unilaterally modify the travel arrangement contract without prior notice to the Traveller or Mediator. If the Agency is for some reason forced to significantly modify one of the main characteristics of the travel arrangement prior to travel begin (1. destination, itinerary and travel dates, 2. accommodation destination and number of overnights, accommodation type and category, 3. transfer category and type as well as travel start and end destination, transfer date and time, 4. meal plan, 5. sightseeing, excursions or other services included in the travel arrangement price, 6. language in which the travel services are executed) or if the Agency is not able to meet Traveller's request for any special services or a travel arrangement price has increased by more than 8%, then the Traveller or Mediator can either accept the new suggested travel arrangement change/s or cancel the travel arrangement within a reasonable time that is set by the Agency to avoid any cancellation charges.

In case of one of the above mentioned situations, the Agency is obliged to advise the Traveller or Mediator of the following:

- a) incurred travel arrangement changes and their impact on the travel arrangement price
- b) reasonable cancellation period during which the Traveller or Mediator can cancel the travel arrangement following the incurred travel arrangement changes

- c) cancellation fee in case the Traveller or Mediator does not cancel within the given cancellation period
- d) alternative travel arrangement offer of same or better quality, which the Traveller can but is not obliged to accept.

In case of travel arrangement price change, an alternative travel arrangement must be communicated to the Traveller or Mediator no later than 20 days prior to travel begin. In case of change in other elements of the travel arrangement, an alternative travel arrangement cannot be offered after the travel begins. If the Traveller fails to notify the Agency about his/her decisions in regards to the incurred travel arrangement change/s, the Agency will consider that the Traveller or Mediator agrees with the travel arrangement change. If the Traveller or Mediator chooses to cancel the alternative travel arrangement, the Agency is obliged to refund all settled payments less any administration expenses to the Traveller no later than 14 days after the travel was cancelled.

#### **Article 6. Categorization and service description**

The categorization of accommodation, restaurants, means of transport and other services included in any travel arrangement are provided according to the official national categorization of every country. Please note that the national service standards and categorizations can differ from country to country and therefore are not comparable.

The Agency assumes no responsibility for any verbal or written categorization information that was obtained from a third party and is inconsistent with the description of services or facilities indicated in the issued travel program.

#### **Article 7. Travel documents**

The Traveller is obliged to possess a valid passport and other travel documents (visa) that enable her/him to enter a foreign country. Should it occur that due to Traveller's invalid travel documents s/he is not able to travel and therefore has to cancel the entire trip, the cancellation policy will apply, as indicated in the travel program.

The cost of loss or theft of the travel documents during the travel is covered by the Traveller. In case the Traveller has to interrupt the travel due to the loss of her/his travel documents or because these were stolen, s/he is not entitled to the proportional reimbursement of the paid travel arrangement price. The Traveller is obliged to obtain all valid travel documents prior to travel begin. The Agency mediation in visa application is not included in the travel arrangement price and needs to be paid separately. The Agency cannot guarantee the visa issuance, and therefore visa application costs cannot be refunded. The Traveller must respect the customs of the Republic of Croatia as well as of all other countries s/he is travelling to. Should the Traveller, due to disrespect of these regulations, be unable to continue the travel, the Traveller is the only one to suffer consequences and costs occurred from such situations. We highly recommend every Traveller to adequately inform herself/himself about each country's travel regulations prior to making any travel arrangement booking. The Agency will provide assistance in case of one of the above situations but assumes no responsibility for any consequences.

#### **Article 8. Travel arrangement cancellations /amendments by the Traveller**

The Traveller or the Mediator can cancel the travel arrangement in writing at any time prior to travel begin. In that case, the following cancellation policy applies:

- For cancellations notified 45 days or more prior to the travel commencement, the Agency will charge 30% of the total travel arrangement price.
- For cancellations notified 44 - 21 days prior to the travel commencement, the Agency will charge 40% of the total travel arrangement price.
- For cancellations notified 20 – 15 days prior to the travel commencement, the Agency will charge 50% of the total travel arrangement price.
- For cancellations notified 14 - 0 days prior to the travel commencement, the Agency will charge 100% of the total travel arrangement price.

The issued travel arrangement program may specify a different cancellation policy. In that case, the cancellation policy specified in the issued travel arrangement program shall apply.

The same cancellation policy applies in the event of travel arrangement program change (travel dates, accommodation change and any other major travel program change) initiated by the Traveller or Mediator. Cancellation or modification of the travel program must be submitted to the Agency in writing either in person, by mail or email.

In the event of exceptional circumstances that are a direct cause of a travel program cancellation or amendment initiated by the Traveller or Mediator prior to travel begin (death, sudden illness or accident with severe physical injury of the Traveller or her/his immediate family, war, strike, terrorist actions, natural disasters, etc.) the Traveller or the Mediator is entitled to a full refund less any incurred administration expenses. The Agency is obliged to proceed with the refund payments latest 14 days after receiving the written travel arrangement cancellation notice.

#### **Article 9. Assignment of the travel arrangement to another traveller**

If the Traveller is unable to take the contracted tour, s/he can designate a third party to use the contracted services instead of him or her, provided that s/he has notified the Agency in writing and within a reasonable time period. A notification sent to the Agency not later than 7 days before the beginning of the travel arrangement shall be considered a notification within a reasonable time period. The assignor and the assignee of the Travel Arrangement Contract are jointly liable for the payment of the price and the Agency is obliged to inform the assignor about the actual costs of the assignment of the Contract to a third party. The costs shall not be unreasonable and exceeding the actual costs of the assignment of the Contract to a third party of all the additional charges, fees or other costs arising from the assignment of the Contract. The Agency will accept the third party designated as the substitute Traveller, provided that the party fulfils all the specified requirements for the travel arrangement and that there are no legal or any other impediments preventing the third party from travelling to a particular country or provided that the third party is not prevented from doing so under the law of a third travel destination country, which does not allow for the substitution of the Traveller or provided it is not possible to change the reservation at all.

### **Article 10. Terms and conditions and Cancellation policy for boat charters**

For charter of the boats (motor boats, catamarans, sailing boats, gulets, luxury yachts or small cruise ships), the applicable terms and conditions will be the one of the boat/yacht charter company (service provider). Such terms and conditions, as well as the cancellation policy, will be stipulated in each and every boat/yacht charter contract.

### **Article 11. Agency's right to terminate travel arrangement contract prior to the commencement of the travel arrangement**

Regarding travel arrangements that require a certain number of Travellers to sign up, the Agency can terminate the Travel Arrangement Contract prior to the commencement of the travel arrangement if the number of persons who have signed up for the travel is lower than the minimal number indicated in the tour program offer. In that case, the Agency will fully recompense the Traveller for all the payments received for the travel arrangement (without the obligation to indemnify the Traveller) as well as notify the Traveller about the termination of the Contract within the period indicated in the tour program offer, but not later than: a) 20 days before the commencement of the package tour, for travels longer than six days; b) 7 days before the commencement of the package tour, for travels that last from two to six days; c) 48 hours before the commencement of the package tour, for travels that last shorter than two days.

The Agency can terminate the Travel Arrangement Contract before the commencement of the travel arrangement and fully recompense the Traveller for all the payments received for the travel arrangement (without the obligation to indemnify the Traveller) if the Agency was prevented from fulfilling the Contract by exceptional circumstances which could not have been avoided. The Agency is obliged to notify the Traveller about the termination of the Contract within the period indicated in the tour program offer. In both of the above-mentioned cases, by the termination of the Contract, the Agency shall lose the right to the travel arrangement price and is obliged to recompense the Traveller for all the payments made on behalf of the Traveller, without unnecessary delay, and not later than 14 days from the termination of the Travel Arrangement Contract.

The Agency is authorised to terminate the Contract, entirely or in part, by a unilateral statement if it does not receive the payment of the contracted travel arrangement price within the given deadlines. In that case, the Traveller is not entitled to a refund of advance payments or to indemnification or the compensation of visa, insurance, vaccination and other administrative costs and expenses, if any. The Agency can cancel the Travel Arrangement Contract or withdraw from the Contract and demand indemnification from the Traveller who has directly violated the decisions stipulated in the Contract, primarily if the Agency concludes that the Traveller or Mediator had intentionally provided incorrect data about the number of Travellers and their age or that changes had occurred during the travel, of which the Traveller did not notify the Agency.

### **Article 12. Obligations of the Traveller**

The Traveller 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 Traveller 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 Agency is not responsible for the decisions of the officials who deny transport to the Traveller, refuse to issue his or her visa or prevent him or her from entering a particular country, nor is the Agency liable for the costs therefore incurred. If, due to the above reasons, the travel is cancelled before it starts or during its course, the Agency 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 Traveller 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 Agency and the service provider. In the case of non-compliance with these obligations, the Agency shall reject any liability for the resulting damage and the Traveller shall pay for it on the premises. During the travel, the Traveller is obliged to behave in a manner which does not endanger the lives or health of his or her fellow travellers and the course of the travel.

If the Traveller's behaviour is in breach of this provision, the representative of the Agency has the right to exclude him or her from the rest of the travel, without the obligation to indemnify him or her.

The Traveller 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 Traveller is obliged to supply a medical certificate. If the Traveller 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 therefrom for the Agency and the Traveller shall be charged with cancellation costs as indicated in the travel arrangement program. The Traveller is obliged to notify the Agency 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.).

### **Article 13. Obligations of the Agency**

The Agency, the recipient of payments for a travel arrangement, is responsible for the provision of services covered by the Travel Arrangement Contract, regardless of whether the travel services are provided by the Agency itself or another local service provider. The Agency is obliged to supply the Traveller or Mediator with a detailed travel program as well as these General Terms and Conditions, in a written or electronic form.

The Agency 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 Traveller, in accordance with due professional care and practices in tourism. The Agency is obliged to send the Traveller all the required travel documentation (vouchers and other travel-related information) not later than 7 days before the commencement of the travel.

The Agency is obliged to provide, without unnecessary delay, adequate assistance if the Traveller encounters a problem, and especially a) by providing adequate information about health services, local authorities and consular assistance and b)

by assisting the Traveller in establishing long-distance communication and finding alternative travel arrangements.

If the Traveller caused the problem intentionally or by negligence, the Agency can charge a reasonable fee for the provided assistance, in the amount which may not exceed the actual costs incurred by the Agency. The Agency is obliged to offer every Traveller a travel insurance 'package'. By signing the Travel Arrangement Contract or by settling either full or partial payment of the agreed travel program price to the Agency's official bank account, the Traveller or the Mediator confirms that the employees of the travel agency have offered the travel insurance package. The Agency rejects all 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.

#### **Article 14. Traveller's rights / Obligations of the Agency in case of non-provision of a significant part of the travel services**

If a significant part of the travel services cannot be provided according to the Travel Arrangement Contract, the Agency is obliged, for the purpose of continuing the travel arrangement, to offer the Traveller suitable alternative arrangements, preferably of the same or higher quality in comparison to those indicated in the travel program, at no additional charge to the Traveller, including the option of returning to the place of departure, as stipulated in the Contract. If the Agency proposes an alternative travel arrangement resulting in a travel of a quality lower than that indicated in the Travel Arrangement Contract, the Agency is obliged to approve an adequate price reduction for the Traveller. The Traveller can refuse the proposed alternative travel arrangements only if they are not comparable to what was agreed within the travel program or if the approved price reduction is inadequate. If the noncompliance significantly influences the realisation of the travel program and if the Agency does not rectify the noncompliance within a reasonable time period designated by the Traveller, the Traveller can terminate the Travel Arrangement Contract without paying a cancellation fee and demand, as necessary, price reduction and/or indemnification pursuant to Article 22 and Article 23 of this Contract. If it is not possible to provide alternative arrangements or if the Traveller refuses the proposed alternative arrangements, the Traveller has the right to price reduction and/or indemnification, if necessary, pursuant to Article 22 and Article 23 of the Contract, without the termination of the Travel Arrangement Contract. In that case, if the travel arrangement includes the transport of the Traveller, the Agency is obliged to ensure, without unnecessary delay, the repatriation of the Traveller by equivalent means of transport, at no additional expense to the Traveller. Additional expenses shall be charged to the Agency.

#### **Article 15. Rectification of noncompliance regarding the provision of travel services included in the travel arrangement**

The Traveller is obliged, without unnecessary delay and with due regard to circumstances, to notify the Agency about every noncompliance identified during the provision of the travel services covered by the Travel Arrangement Contract. If any of the travel services is not provided pursuant to the Travel Arrangement Contract, the Agency is obliged to rectify this noncompliance at the Traveller's request, unless it is impossible to do so or unless the rectification of the noncompliance would result in disproportionate costs, considering the extent of the noncompliance and the value of the travel services affected by the noncompliance. If the Agency does not rectify the

noncompliance due to the above mentioned reasons, the Traveller has the right to price reduction and/or indemnification pursuant to Article 22 and Article 23 of this Contract.

If the Agency does not rectify the noncompliance which it is obliged to rectify within a reasonable time period designated by the Traveller, the Traveller may rectify it himself or herself and demand compensation of the essential costs. The Traveller is not obliged to designate a reasonable period of time for the rectification of the noncompliance by the Agency if the Agency has refused to rectify the noncompliance or if the noncompliance must be rectified immediately.

#### **Article 16. Travel arrangement organised by other agencies/tour operators**

All the provisions of the Contract are applicable to all travel arrangements whose main organiser is the VLA VLA TRAVEL travel agency, except in cases where the Agency is not the main organiser but rather a mediator. Such travel arrangements will be specially indicated and are subject to the General Terms and Conditions of the responsible tour operator, whereas VLA VLA TRAVEL travel agency shall not be liable for the provision of travel programs by other operators.

#### **Article 17. Luggage**

If the Traveller is travelling by airplane, s/he has the right to luggage transport according to airline regulations. The costs of luggage transport shall be paid by the Traveller in accordance with the applicable airline prices. In case of road or sea transport, the Traveller has the right to the transport of one standard-size bag and one hand luggage. In case the transport operator sets different luggage transport restrictions from the ones indicated, the Agency will notify the Traveller or Mediator about this when entering into this Contract. The Agency is neither responsible for luggage transport, damaged and lost luggage nor for the theft of luggage or valuables within the means of transport or accommodation facility. Reports of lost luggage shall be submitted by the Traveller directly to the transport operator or accommodation facility. The Traveller or Mediator must report special luggage (ski equipment, musical instruments and similar items) prior to the conclusion of this Contract. If possible, the Agency will try to fulfil the Traveller's additional request for special luggage, given in advance, but it cannot guarantee the fulfilment of such a request. The transport operator has the right not to take on additional and special luggage due to load-carrying capacity limitations. Therefore, the Agency is not liable for any costs or damage incurred by the Traveller because of that. The Traveller is obliged to take care of his or her possessions carried in the passenger area of a means of transport (train, plane, bus, ship etc.) and take them with him or her every time s/he leaves the means of transport. Otherwise, the Traveller bears sole responsibility for the theft, loss or damage of the possessions left unsupervised in the passenger area of the means of transport. The transport of pets is not allowed, other than in exceptional cases, at request and with additional payment. The Agency cannot guarantee the fulfilment of such a request. We recommend the payment of an insurance policy against damage and loss of luggage.

#### **Article 18. 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 Traveller will be offered travel insurance during the booking process. The Agency is obliged to offer the Traveller a travel insurance 'package' consisting of:

a) insurance against accidents and illness during the travel, b) insurance against damage and loss of luggage, c) voluntary health insurance during the travel and stay abroad, d) insurance against cancellation of the travel and e) insurance covering the costs of assistance and return of the Traveller to the place of departure in case of accident and illness. The travel insurance package can be paid for only during the booking process, and not afterwards. In case the Traveller demands the indicated types of insurance, they can be contracted directly with an insurer. By signing the Travel Arrangement Contract or by settling either full or partial payment of the agreed travel program price to the Agency's official bank account, the Traveller or Mediator confirms that s/he was offered and recommended the types of insurance indicated in this Article.

### **Article 19. Insolvency insurance**

According to the Act on the Provision of Tourism Services of the Republic of Croatia, the Agency 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 Traveller 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 Agency's insolvency or bankruptcy, and

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

The Agency has concluded an Insolvency Insurance Contract with UNIQA Osiguranje d.d. insurance company. In case of an occurrence of an insured event, the Traveller must contact the insurer as quickly as possible at the following address: UNIQA Osiguranje d.d. Zagreb, Planinska 13 A, 10000 Zagreb, Croatia, EU Tel.: +385/1 6324 200, e-mail: info@uniqua.hr. The number of insolvency insurance policy is 11-7002943213, valid until Nov 22, 2024.

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

### **Article 20. Professional and public liability insurance**

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

The Agency has signed up a professional and public liability insurance policy with UNIQA Osiguranje d.d. insurance company. The contact information of the insurer is as follows: UNIQA Osiguranje d.d. Zagreb, Planinska 13 A, 10000 Zagreb, Croatia, EU Tel.: +385/1 6324 200, e-mail: info@uniqua.hr. The number of insolvency insurance policy is 11-7002943213, valid until Nov 22, 2024.

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 Traveller confirms

that the employee of the Travel agency has made the Traveller aware of the contents of the applicable professional and public liability insurance policy.

Note: Exclusion of the COVID-19 virus/and or other pandemics/epidemics: Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, connected with or in any way involving or arising out of any of the above, including any fear or threat thereof, whether real or perceived: - coronavirus (COVID-19), including any mutation or variant thereof or - pandemic or epidemic, as declared by the World Health Organization or any other government body. By signing the Package travel arrangement Contract or by settling full payment of the agreed travel program to the Travel agency's official bank account(s), the Traveler confirms that the employee of the Travel agency has made the Traveler aware of the contents of the applicable professional and public liability insurance policy.

### **Article 21. Dealing with Complaints**

In case of incompletely or inadequately provided contracted travel services, the Traveller 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 it is in the interest of the Traveller to act in good faith and express the intent of resolving the complaint on the spot. If that is not possible, the Traveller 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 Traveller shall enclose the written and signed confirmation with the written complaint, which s/he is obliged to send to the Agency within 8 days after the travel ends, by registered mail to the following address: VLA VLA TRAVEL, travel agency/Sole Trader for tourism and business services, owner Vlatka Marić, Šamačka 2, 10 000 Zagreb, Croatia.

If the Traveller lodges a complaint after the indicated deadline, the Agency shall not be obliged to address such a complaint. Each Traveller shall lodge the complaint separately. Collective complaints shall not be considered by the Agency. The Agency 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 Agency will address only those complaints for which the Traveller submits proof of having lodged them on spot in written form with the service provider, and the proof of 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 Traveller 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 Traveller 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 Traveller 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 Traveller and the 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. According to the Article 14. Paragraph 1. of the Regulation (EU) 524/2013 about consumers' online dispute resolution, every subject registered within the EU and offering online

services is obliged to provide a link to the Platform for consumers' online dispute resolution body: please click [HERE](#).

### **Article 22. Indemnification**

Regardless of price reduction or Contract termination, the Traveller has the right to demand from the Agency an adequate compensation for any damage which he or she has sustained as a result of any noncompliance, and the operator is obliged to compensate the Traveller for the damage without unnecessary delay. The Agency shall be discharged of liability for the damage if the following is proven: a) the noncompliance is attributable to the Traveller; b) the noncompliance is attributable to a third person not associated with the provision of the services covered by the Travel Arrangement Contract and the noncompliance was unpredictable or inevitable; c) the noncompliance occurred because of exceptional circumstances which could not be avoided.

The Traveller has the right to apply for indemnification in accordance with the Act on the Provision of Tourism Services of the Republic of Croatia and in accordance with international conventions.

### **Article 23. Price reduction**

The Traveller has the right to a suitable price reduction for every period during which there was noncompliance in regards to the contracted travel arrangement, unless the Agency proves that the noncompliance was attributable to the Traveller. The Traveller has the right to demand price reduction in accordance with the Act on the Provision of Tourism Services of the Republic of Croatia and in accordance with international conventions.

### **Article 24. Availability of the Agency**

The Traveller shall have the option of directly contacting the Agency in order to ask for help if they encounter a problem or to report on any noncompliance that they might have discovered during the travel program. The contact details of the Agency are as follows:

VLA VLA TRAVEL putnička agencija / Obrt za turističke i poslovne usluge, Šamačka 2, 10000 Zagreb, Croatia, EU Tel: +385 99 277 8777 Email: [info@vlavla-travel.com](mailto:info@vlavla-travel.com), [vlotka@vlavla.info](mailto:vlotka@vlavla.info),

W: [www.vlavla-travel.com](http://www.vlavla-travel.com)

### **Article 25. Jurisdiction**

Both contracting parties, the Agency and the Traveller, 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 Agency or service provider and Croatian law shall apply.

### **Article 26. Privacy protection**

The Traveller shall provide his or her personal data voluntarily. The personal data of the Traveller 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 Traveller'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 traveller to the place of departure in case of accident and illness. If the Traveller signs an insurance policy, the personal data will be forwarded to the insurance company.

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

The Agency reserves the right to use the Traveller's personal data for marketing purposes (e.g. sending information, incentive measures, advertising, and newsletters). The Traveller 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](mailto: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.

#### **Article 27. Consent of the Traveller**

The Traveller shall accept the provisions of this Travel Arrangement Contract / General Terms and Conditions in one of the following ways:

- A. By sending enquiry directly to the web site of the Agency at [www.vlavla-travel.com](http://www.vlavla-travel.com)
- B. By signing the Travel Arrangement Contract
- C. By paying partially or full travel arrangement price
- D. By accepting the issued invoice for the paid services
- E. By using the tourist services ordered and paid for

#### **Article 28. Final provisions**

The Traveller confirms and agrees to the following:

That, prior to the conclusion of the Travel Arrangement Contract, the Agency has provided him or her with adequate information about the basic border, visa and health-related formalities pertaining to travelling to and staying at the destination, as well as the information regarding the time required for carrying out these formalities;

That s/he was offered an insurance against accidents and illness during the travel, insurance against damage and loss of luggage, voluntary health insurance during the trip and stay abroad, insurance against cancellation of the trip and insurance covering the costs of assistance and return of the Traveller to the place of departure in case of accident and illness;

That s/he was made aware of the contents of the applicable insolvency insurance policy and the professional and public liability insurance policy;

That the Travel Arrangement Contract / General Terms and Conditions are an integral part of every travel arrangement delivered by travel agency VLA VLA TRAVEL.

The Travel Arrangement Contract / General Terms and Conditions enter into force on 27<sup>th</sup> of May 2019 and can be updated at any time.

Annex I

## **PRE-CONTRACTUAL INFORMATION ABOUT PACKAGE TRAVEL ARRANGEMENT**

According to the Act on the Provision of Tourism Services of the Republic of Croatia, following are the most significant Traveller's rights:

- Prior to conclusion of the Package Travel Arrangement Contract, the Traveller will be provided with all significant information related to the package travel arrangement.
- There is always at least one service provider responsible for an orderly provision of all the travel services included in a package travel arrangement and covered by the Package Travel Arrangement Contract.
- Traveller will receive an emergency contact of the ground tour operator.
- Traveller can designate a third party to use the contracted services, only after giving a written advance notice to the tour operator within a reasonable time and after covering the incurred expenses thereof.

The package travel arrangement price may increase only if particular expenses (such as fuel price) increase too. The package travel arrangement price increase can occur latest 20 days prior to package travel arrangement begin and only if this matter was clearly mentioned in the Package Travel Arrangement Contract . In case the package travel arrangement price increases more than 8% compared to the initial package travel arrangement price, the Traveller has the right to terminate the Package Travel Arrangement Contract at no cancellation fee. If the tour operator reserves the right to increase the package travel arrangement price, the Traveller has the right for a decrease in Package Travel Arrangement price, in case a decrease of all the relevant expenses will incur.

In case of change within any of the significant elements of the Package Travel Arrangement, the Traveller has the right to terminate the Package Travel Arrangement Contract at no cancellation fee and request full refund of all payments completed towards the Package Travel Arrangement. If the tour operator cancels the package travel arrangement prior to its beginning, the Traveller has the right for full refund of all the payments completed towards the Package Travel Arrangement and is also entitled to indemnification, if necessary.

In case of exceptional circumstances at the destination (such as safety issues) that could affect the Package Travel Arrangement, the Traveller has the right to terminate the Package Travel Arrangement Contract prior to package travel begin. In this case no cancellation fee will apply.

Furthermore, the Traveller can terminate the Package Travel Arrangement Contract at any time prior to package travel begin, whereby the cancellation policy of the Package Travel Arrangement will apply.

In case that the significant elements of the Package Travel Arrangement are unable to be provided as agreed, alternative package travel arrangements shall be offered at no additional cost. If the travel services are not provided in accordance with the Package Travel Arrangement Contract and the tour operator is consequently unable to fix the discrepancy, whereby the provision of the Package Travel

Arrangement is been affected, the Traveller has the right to terminate the Package Travel Arrangement Contract at no cancellation fee.

The Traveller is entitled to a reduction in Package Travel Arrangement price and/or indemnification following the tour operator's inability or inadequate manner in carrying out the travel services.

If the Traveller faces any difficulty during the travel, the tour operator owes the Traveller a duty of care.

In case the tour operator becomes insolvent, the payment refund is insured. If the tour operator becomes insolvent after the package travel begin, VLA VLA TRAVEL /travel agency /Sole trader for tourism and business services, has a contracted insurance protection against insolvency at UNIQA Osiguranje d.d. Zagreb, Planinska 13 A, 10000 Zagreb, Croatia, EU Tel.: +385/1 6324 200, e-mail: info@uniqua.hr. The number of insolvency insurance policy is 11-7002943213, valid until Nov 22, 2024. For more information about the (EU) Directive 2015/2302 and the Act on Provision of Services in Tourism, please refer to current law in Croatia, source at following link: <https://www.zakon.hr/z/343/Zakon-o-pruzanju-usluga-u-turizmu>