

General terms and conditions

1. Content of package

Tour operator guarantees contents of the package according to description of package which you have received. Only exceptions are extraordinary situations (War, terrorism, natural disasters, governments orders)

2. Reservations and payment

Reservations and payments can be made in offices and branches of touroperator, or through phone, fax, e-mail, or online reservation. Client is obligated to provide all necessary informations and documents required for reservation.

- a) To make a reservation client pays 30% of package value, and the remaining 70% up to 8 days before arrival (with exceptions of monthly installments)
- b) For ad hoc reservations client makes advance payment according to pricelist

3. Contents and price of package

Price of package includes all contents which tour organiser listed in program of journey.

Special services which are not included in package can be reserved and payed during the reservation.

Prices are published in croatian kunas and they are calculated according to curent currency exchange rates.

Tour organiser keeps the right to change published prices in case of drastic changes in currency exchange rates.

If price goes up by more than 10%, client has the right to cancel the agreement without any penalties.

4. Categorization

Offered accomodation, restaurant and other services are described according to local categorization at the time of publishing. Standards and categorization vary between countries, and they are not comparable.

5. Change of program

Tour organizer has the right to adjust program if extraordinary happen. Arranged accomodation can be replaced with hotel of same or higher category, at tour organizer expense.

6. Tour organizer rights

Tour organizer can cancel the agreement if extraordinary situations happen, which were not known at the time of reservation or offer publishing. Tour organizer is obligated to inform clients about cancelation at least 5 days before planned arrival, and return whole amount of reservation to them, without any penalties.

7. Client resignation

If the client wants to cancel the reservation it has to be done in written form. Date of cancellation is base for cancelation cost, according to next table

- For cancelation up to 30 days before arrival client has to pay 10% of reservation value
- For cancelation 29 to 22 days before arrival 25%
- For cancelation 21 to 15 days before arrival 40%
- For cancelation 14 to 8 days before arrival 80%
- For cancelation 7 to 0 days before arrival client has to pay 100% of reservation value
- For no show, or cancelation after reservation client has to pay whole amount of reservation.

If the client finds new user to replace him client is only charged with cost of replacement.

8. Tour organizer obligations

Organizer is obligated to care about client rights and interests according to customes in tourism. Tour organizer is obligated to give all services listed in offer, and is responsible for completing them. Only exceptions are extraordinary situations listed in article 1., and problems in transportation which are responsibility of transport company.

9. Client obligations

Client is due :

- To have valid travel documents. Costs of loosing them are responsibility of client. Organizer does not guarantee obtaining of visa.
- To vaccinate according to world health organization recommendation.
- To respect Croatian customs and monetary regulations.
- To obey house rules in accomodation.
- To advise and co-operate with Tour organizer staff.
- To have travel voucher during arrival.

10. Luggage

Client has the right for free transport of luggage (15 kg on charter lines, 20 kg on regular lines). Children are not free of charge in airline transport, regardless of age.

Organizer is not responsible for lost or damaged luggage, or theft or loss of valuable things in hotel. Client reports luggage or assets problem to transport or reception staff. Client is responsible for his luggage and tour organizer takes no responsibility in theft, loss or damage.

11. Travel insurance

According to Croatian law, travel agents are obligated to offer travel insurance package. By signing the agreement client confirms that insurance package was offered to him.

12. Responsibility insurance

According to croatian law tour organizer has contract with insurance provider about insurance of responsibility for damage made to client for not completing the obligations made in travel agreement.

13. Insurance

Price of arrangement does not include travel insurance. By signing travel agreement contract it is assumed that client was offered all extra insurances.

14. Client cancellation

Client has the right to cancel reservation and agreement in written form. In that case client is charged according to article 7. If client cancels the reservation during his stay he cannot be refunded.

15. Cancelation insurance

Client can pay for cancelation insurance during the reservation. If the client pays for this insurance, he can be refunded after cancelation, according to insurance provider rules. It is only possible to pay for cancelation insurance during reservation, or first installment.

16. Accomodation

If the client did not make any special requests he will accept any officially categorised room in given accomodation, as described in catalogue/pricelist. If is possible, staff will try to accomodate client wishes, but cannot guarantee for them.

17. Complaints

If the services were not adequate, client can demand compensation, by making written complaint. Every client need to make separate complaint.

Complaint procedure:

- Instantly on the spot, client makes a complaint to the organizer staff. Client is obligated to co-operate with staff to fix the reasons of complaint. If client does not accept offered solution which is adequate to arranged service, organizer will not accept later complaint.
- If the reason for complaint is not removed, client signs complaint form with organizer staff.
- No later than 8 days after return, client submits written complaint form to organizer.
- Organizer is obligated to respond in written form 14 days after receiving of complaint. He can postpone this deadline if further investigation is needed. Organizer will only deal with complaints which were impossible to resolve at the spot of complaint.
- Client has no right to share this case with court, media or other institutions until he recives written response from organizer.

Compensation can only include part of arrangement about which complaint was made, not the whole arrangement, or other used services. This excludes clients rights to be compensated with ideal damages.

Client which is not satisfied with organizer response, followed a proper procedure, and has all necessary documentation can make complaint to UHPA arbitrage. This procedure will be defined if organizer is due to compensate client. If arbitrage is in organizer favour, client can make further complaint of court.

18. Court jurisdiction

Court responsible for this case is court in Velika Gorica, Croatia.

19. Bankruptcy insurance

According to croatian law, clients who are using services of travel organizer falling into bankruptcy must contact insurance provider stated in contract as soon as possible.

20. Privacy protection

Client gives personal information voluntarily. Organizer is obligated to keep personal data to himself, and cannot give the data to third person, with exception of insurance arrangements. Personal information of client will be held in company database.

21. Warning

This general terms and conditions are part of contract between client and tour organizer. If part of this conditions are not applicable to certain offers/packages it has to be indicated in pricelist/offer. By signing contract client accepts this terms and conditions.

This edition of General terms and conditions excludes all earlier editions.

In Velika Gorica, 21.04.2015.