

## GENERAL TERMS AND CONDITIONS

### SUBJECT MATTER OF THE CONTRACT

The subject matter of this Contract is the regulation of the mutual relations of the travel organizer – the travel agency Amarriva, obrt za turisticke usluge, vl. Ivana Mikec (hereinafter AMARRIVA and the Customer the travel contractor in the case where the travel contractor concludes this contract in behalf of a third party (hereinafter CUSTOMER). This Travel Contract contains General Conditions and Directives for Travel Arrangements, i.e. it refers to the travel program that contains all necessary data. The Contract is considered binding upon signing by general manager of the agency (an employee of the AMARRIVA ) and on the other side by the CUSTOMER and upon total payment of the travel arrangement or a portion of the payment if payment of the remaining amount by the agreed date is indisputably insured by the CUSTOMER.

If the CUSTOMER is not able to personally sign the Contract, the Contract assumes legal effect only when AMARRIVA receives the entire agreed amount of the cost of the travel arrangement or if such is specifically agreed upon, a portion of the agreed payment and documentation that indisputably insures the payment of the remaining portion of payment by the agreed date. The CUSTOMER may register for a voyage by telephone, Internet or other means of remote communication. When concluding a Contract, the CUSTOMER is obliged to provide personal data and duly provide all documentation necessary of the organization of the voyage. The CUSTOMER guarantees that Amarriva has been provided with correct and valid data necessary for the undisturbed realization of the voyage and accepts all legal obligations deriving from this Contract and from legal regulations.

PASSENGER - a person wishing to conclude a travel contract in a package arrangement or excursion or a travel contract with a related travel arrangement or who is entitled to travel on the basis of a concluded travel contract in a package arrangement or excursion or a travel contract in a related travel arrangement.

TOURIST ASSET OR PACKAGE ASSISTANCE - a combination of at least two different types of travel services for the same travel that are sold or charged at a lump sum or total price if the service combines a travel organizer on demand or in accordance with the choice of traveler. Services are selected by the passenger prior to the conclusion of a single contract for all services or whether separate contracts have been concluded with individual service providers if these services are purchased at a single point of sale and offered at a lump sum or total price and are advertised as a package arrangement.

## **RESERVATIONS AND PAYMENT**

In order to confirm a reservation, upon registration the CUSTOMER pays 10% of the price of the travel arrangement (if the program does not state otherwise). The remaining cost of the arrangement is paid no later than 30 days before the beginning of the trip or documentation guaranteeing the indisputable payment of the total cost of the travel arrangement is provided. If the CUSTOMER does not execute his obligations no later than 21 days before the beginning of the trip, the reservation will be considered cancelled without the possibility of refunding any advanced payments. As a rule, (unless stipulated otherwise in the tour program) the package price shall include: - transport services - hotel and catering services - travel packages If mentioned in the tour program, the price can also include the costs of services of professional and local guides and other services offered in the program. The package price does not include (unless agreed otherwise): - Optional (elective) excursions and visits – Travel insurance- Costs of obtaining and issuing visas, if any - Tickets for facilities to be visited All types of special services (single bedroom, special diet, etc.) shall be paid by the CUSTOMER and must be ordered during booking. If a CUSTOMER asks for a special service during the tour, it shall be paid for it directly to the guide or the Agency representative, in the currency of the respective country.

## **RIGHT TO PRICE INCREASE AND RIGHT TO CANCELLATION DUE TO PRICE INCREASE**

Prices of all packages are based on the exchange rate of the Croatian kuna and foreign currencies. AMARRIVA may ask for an increase of the agreed price in case the following occurred after the contract was entered into:

- A change of exchange rates in relation to the program publication date - A change of transport costs (fuel, road toll, etc.) - A change in fees of hotels or carriers

AMARRIVA may inform CUSTOMERS of the change in writing or verbally. The agreed price may not be increased in the period of seven days prior to the start of the tour, save for exceptions from Paragraph 1 of this Article. If the price increase should exceed 10% of the agreed price, the CUSTOMER may cancel the tour free of charge no later than 48 hours of receiving a written notice. If the CUSTOMER should fail to cancel the tour within the stated term either personally at the point-of-sale or in writing, it shall be deemed that they agree to the price change. The CUSTOMER undertakes to accept the price increase of up to 10%. The published prices are the result of contracts AMARRIVA has with its partners and may not correspond to the prices stated on the location, at the destination of the CUSTOMER's stay.

## **DISCOUNTS FOR CHILDREN AND OTHER BENEFITS**

Please pay attention to discounts for children and other benefits which are specified in the package description.

## **TRAVEL DOCUMENTS**

The CUSTOMER shall be provided with all travel documents (vouchers and written notices, if any) no later than 5 days prior to departure, unless stated otherwise in the program.

## **PASSPORT AND VISAS**

CUSTOMER must have valid personal travel documents. Invalid documents leading to the cancellation of the travel shall not result in any harmful consequences for AMARRIVA and, if AMARRIVA should suffer additional damages due to such an omission by a CUSTOMER, the CUSTOMER must compensate the damages suffered. If a travel document should be lost or stolen during travel, the costs of issuing new documents shall be borne by the CUSTOMER. Agency staff shall assist the CUSTOMER in such a situation, taking care of the normal course of the program thereby. If a certain travel requires a visa, AMARRIVA may assist in obtaining such visa at a special additional fee. AMARRIVA shall not be held responsible for decisions by customs or police or other state authorities banning passenger's entry into a particular country.

## **CANCELLATION POLICY**

If the CUSTOMER cancels the booking AMARRIVA retains from the total price of the arrangement:

Up to 40 days before departure: 30% of the package price

From 40 to 30 days before departure: 80% of the price of the package

From 29 days before departure to the date of departure: 100% of the package price

If a CUSTOMER cancels the tour or shortens the travel due to bad weather conditions, AMARRIVA shall apply the above mentioned scale and subsequent complaints shall not be acknowledged.

## **CATEGORIZATION AND SERVICE DESCRIPTION**

Accommodation facilities offered in AMARRIVA programs are described according to the official categorization of the respective country, valid at the moment of the program publication. Diet, modern conveniences and all other services offered by hotels/apartments are supervised by local tourist boards, while the standards of accommodation and services differ and are not comparable. AMARRIVA assumes no responsibility for any verbal or written information differing from the description of services and facilities in the published programs obtained from a third party. The accommodation arrangement in rooms or pensions is determined locally by the reception desk. If the CUSTOMER had not specifically arranged a room/pension with certain characteristics, he will accept any officially registered and available room/pension in each individual facility or destination described in the travel program. Accommodation is not possible before 16:00 on the day initiating the utilization of the services, and the same shall be vacated by 10:00 on the day completing the utilization of the services, if not differently stated in the travel program. For later arrivals in accommodation facilities (after 20:00), it is necessary to inform AMARRIVA of such beforehand, no later than one day before voyage departure, if such a later arrival had not been foreseen in the travel program.

## **THE COST OF BOOKING PER REQUEST AND THE COST OF BOOKING CHANGE**

The cost of booking at the time when there are no availabilities for the requested packages is HRK 100.00. By receiving the payment of the stated amount, AMARRIVA accepts the booking per request and secures the additional place (place per request). If the additional place is secured and accepted by the CUSTOMER, the previously paid cost of booking per request shall be included in the price of the package.

If AMARRIVA is unable to confirm the booking per request, the amount paid for the booking per request shall be fully refunded to the CUSTOMER. Declining the offered booking shall result in AMARRIVA keeping the paid amount for the purpose of covering the cost of booking per request.

## **CANCELLATION BY AMARRIVA OR CHANGE OF PROGRAM**

If the sufficient number of passengers has not booked the program, AMARRIVA reserves the right to cancel the travel no later than 5 days prior to the tour start date. The minimum number of passengers required for a specific travel shall be specially marked on each program/package. AMARRIVA also reserves the right to a full or partial change of the tour program in case extraordinary circumstances should occur that could not have been anticipated or avoided before the tour start date. AMARRIVA reserves the right to change the date or the time of the departure due to a change in the flight schedule or the onset of unanticipated circumstances, as well as the right to change the itinerary if there should be a change in travel conditions such as: the changed flight schedule, safety conditions in a country, (unfavorable) weather conditions without compensating the damages, and according to the current regulations in the international traffic. If the tour is cancelled by AMARRIVA, the CUSTOMER shall be entitled to the full refund of the amount paid, not including the compensation of damages.

## **TRAVEL TERMINATION INSURANCE**

If during travel registration, the CUSTOMER foresees that he may terminate his voyage due to specific situations, we recommend the payment of a policy of travel termination insurance. Termination insurance cannot be paid retrospectively, only during the process of travel registration. Termination insurance shall be applied in the following situations only, with the obligatory written confirmation: military draft, illness, death of an immediate family member. If

the CUSTOMER does not possess a travel termination policy and must terminate his voyage and has a confirmation of military draft, illness or death, AMARRIVA reserves the right of disbursement in accordance with regulations stated in Cancellation Policy. Upon termination of a travel arrangement, the expenses of visa obtainment are not disbursed even if the CUSTOMER has a termination insurance policy. With the payment of a termination insurance policy, the CUSTOMER transmits all his claims onto the insurance provider of the termination insurance policy in possession, and AMARRIVA shall be obliged to insure all necessary documentation for the CUSTOMER for actualizing the claims of the CUSTOMER toward the insurance provider, and which pertains to the travel arrangement. All termination conditions are stated in the insurance policy and we recommend that each CUSTOMER read them carefully.

## **HEALTH REGULATIONS**

The CUSTOMER is obliged to notify AMARRIVA of all facts in regards to his health, habits, etc. that may jeopardize the progress of the voyage (if due to health or other reasons, a specific type of food is necessary, if chronically ill, if allergies are present, etc.). In some programs, special travel rules are stated, which include mandatory vaccinations and the acquisition of pertinent documentation. The CUSTOMER shall be obliged to execute mandatory vaccinations as well as be in possession of confirmation and documents thereof. We recommend obtaining a health insurance policy.

## **FOREIGN EXCHANGE AND CUSTOMS REGULATIONS**

CUSTOMERS must comply with all foreign exchange and customs regulations, laws and other by-laws of the Republic of Croatia and other countries through which they travel and where they stay. If the tour cannot be continued because a CUSTOMER has violated the regulations, all incurred costs shall be borne solely by the person having violated the regulations.

## **BAGGAGE**

Transport of baggage by airplane is free of charge up to the weight defined by the airline carrier. The CUSTOMER pays for the excess baggage according to the current prices of the airline carrier. Regardless of their age, children are not entitled to the baggage transport in air transport that is free of charge. In case of bus transport, a CUSTOMER may have 2 pieces of personal baggage. CUSTOMERS must take care of their belongings brought on the bus and

are obliged to bring them along whenever leaving the bus. Otherwise, CUSTOMERS shall be responsible for theft, loss or damage of objects left unattended in the bus.

## **AMARRIVA OBLIGATIONS**

AMARRIVA undertakes to care about provision of services and the selection of service providers in accordance with the best business practices, and to take care of the CUSTOMERS' rights and interests in compliance with the best tourism practices. AMARRIVA undertakes to provide the CUSTOMER with all the contracted services for a particular package, and to provide answers in case of possible failure to perform services or a part of services. AMARRIVA shall fulfill all the obligations stated in its programs fully and as described, except in the event of Force Majeure or changed circumstances. In such cases, agency shall offer a substitute solution if possible. AMARRIVA is not obliged to provide services beyond these Terms and Conditions. AMARRIVA is not responsible for possible print errors.

## **CUSTOMER'S OBLIGATIONS**

The CUSTOMER undertakes to personally meet the conditions anticipated by the regulations of the Republic of Croatia and the country through which or to which they travel, and to observe the house rules in hotel and other facilities, to cooperate with the representative of the organizer and with service providers. The CUSTOMER is personally responsible for any damages caused, particularly for the damages that are the result of failure to observe the contract and these General Terms and Conditions. The CUSTOMER shall cover the incurred damages immediately at the hotel reception desk and at another place stipulated by the physical or legal entity who suffered the damages.

## **WARRANTY IN CASE OF INSOLVENCY OR BANKRUPTCY OF THE TOUR ORGANIZER**

Pursuant to the Tourism Act (NN 130/17) , in case of insolvency or bankruptcy of AMARRIVA, Customers caught by it while travelling, as well as persons who made down payments for a travel should contact the provider stated on the travel certificate or on another corresponding

document as soon as possible. Insurance company Croatia osiguranje d.d. , policy number 387106000064 .

## **PERSONAL DATA PROTECTION**

The CUSTOMER provides personal data voluntarily. Personal data of the CUSTOMER are necessary in the process of realization of the requested service. These shall also be used for further mutual communication. AMARRIVA undertakes not to export the CUSTOMER's personal data abroad, or provide any third persons with such information, except for the purposes of realization of the requested service. The exception to providing third persons with CUSTOMER's personal data regards the contracting of insurance for the risk of cancellation, insurance from consequences of accident and illness, insurance from risk of damage and loss of baggage and voluntary health insurance of persons during travelling and staying abroad. If the CUSTOMER should take out an insurance policy, personal data shall be forwarded to the insurance company. CUSTOMER's personal data shall be kept in a database, pursuant to the Decision of the Administration regarding the manner of collecting, processing and keeping personal data. The CUSTOMER allow their personal data to be used for the purposes of AMARRIVA marketing activities.

## **FINAL PROVISIONS**

These General Terms and Conditions are an integral part of the Contract that a CUSTOMER concludes with AMARRIVA, i.e. an authorized travel agency in which he/she booked a travel organized by AMARRIVA. Possible/anticipated deviations from these Conditions must be stated with the text of the tour program. By signing the contract, the CUSTOMER fully accepts the program and the conditions of the travel. If we act as agent for travel arrangement from other tour operators, their terms and conditions apply. General terms and conditions are valid from 1.1.2019. This issue of the Terms and Conditions of travel includes all the earlier issues.