

## GENERAL TERMS AND BOOKING 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 inquiry, 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 T&T Travel Boutique travel agency / Sole trader for Tourism and business services, Owner and Travel Agency Manager Tihana Dolenec, OIB 47538511420, Djordjićeva 5, 10000 Zagreb, CROATIA, MB/Business registry number 97511455, hereinafter referred to as **"the Agency"**

and

The Traveler, hereinafter **"the Traveler"**, or Package travel arrangement Mediator, hereinafter **"the Mediator"**, respectively another person or travel agency which is concluding this Package travel arrangement Contract on behalf of the actual Traveler.

In the event when the Mediator concludes this Contract on behalf of the Traveler, the Mediator guarantees that she/he is authorized by the Traveler to act on his/her behalf, to share Travelers personal information with the Agency, for 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 package travel arrangement program concluded between The Agency and the Traveler, where T&T Travel Boutique undertakes the role of the main Organizer of the custom-made multi-day tours.

In case of any Yacht charter transaction, the T&T Travel Boutique travel agency undertakes the role of the charter subagent (intermediary agency) whereas for each charter of the yacht(s) the terms and conditions will be specified in every charter offer/contract and only those terms will apply.

Terms and Conditions for Rental of Luxurious Villas & Homes are not subject to this Package Arrangement Agreement. They are published separately on the internet page of the Agency at [www.croatiatravelboutique.com](http://www.croatiatravelboutique.com).

Package travel arrangements where T&T Travel Boutique is not the responsible tour operator are subject to the general terms and conditions of the responsible tour operator and T&T Travel Boutique is not liable for their implementation.

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 Traveler pays one complete price for the combination of these services.

In cases where T&T Travel Boutique is the Organizer of "Walking Tours" and "Day Trips" that do not last longer than 24 hours and are not part of multi-day tours, the booking procedures and cancellation conditions as set out in Article 4 of this Contract shall apply and are not subject of the Package Travel Arrangement.

This Contract becomes binding once signed by the legal representative of the T&T Travel Boutique and the Traveler or the Mediator (on the Traveler's behalf). In case neither the Traveler nor the Mediator can sign the contract in person, this Contract also becomes binding by giving consent, such as package 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(s).

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

**The group's party leader** will be considered the only Traveler 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 that are needed to confirm the booking.

All of the travel programs issued by the Agency are customizable and created upon request of the Traveler/Mediator.

## **Article 2. Price of the package travel arrangement**

All prices are defined by the travel program and are valid from the date of publishing /date of issue. Prices are expressed in the Croatian currency, Kuna, calculated as per the exchange rate of the Croatian National Bank on the day of publishing the program. Prices in EUR are for informative purposes only. 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 package travel arrangement or for any services paid by the Traveler or Mediator directly to the service provider.

## **Article 3. The booking procedure and payment conditions for package travel arrangements (Multi-Day tours)**

According to best practices of travel advisory service, upon receipt of an enquiry, the Agency will respond with a proposal of an itinerary. Such request or enquiry is made by emailing the Agency's official email address.

After the approval of the Traveler, the Agency will start elaborating a detailed itinerary. The Agency will take it from there to the planning and researching all the options for requested services (accommodation, transport, guided tours, food options, etc.)

As soon as the detailed itinerary is finalized, the Agency will issue an official offer for the Package travel arrangement / pro forma invoice. Unless otherwise indicated in the Invoice, this "General Terms and Booking Conditions for Package travel arrangement" shall apply to all services except Yacht Charter and Villa Rentals. This Contract becomes a binding contract once signed by all the parties.

In case neither party of this Contract can sign it in person, this Package travel arrangement Contract also becomes binding by accepting the package 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(s).

The Traveler 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 package travel arrangement booking confirmation.

The remaining balance is due no later than 45 days before the travel date. If the required payments are not settled by the agreed due dates, it will be considered that the Traveler has canceled his/her booking, whereby the cancellation policy, specified in the issued travel program, will apply.

A few weeks before the client's trip, the Agency will issue needed vouchers and travel notes with tour details and will send them to the client.

For this contract to be legally binding, both the package travel arrangement booking request issued by the Traveler or Mediator, as well as the package travel arrangement booking confirmation issued by the Agency, are mandatory. After the

payment of the deposit has been received, the Traveler shall receive a written confirmation by email. Such an email will be considered a formal confirmation of booking for the package travel arrangement.

The Agency will not accept responsibility for incorrect email or inability to deliver email to the Traveler. If the Traveler's confirmation does not arrive on time or at all, then the Traveler is obliged to ask the Agency to resend the email booking confirmation of the package travel arrangement paid by the Traveler or Mediator.

The Traveler must be a minimum of 18 years of age. If the Traveler 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 package travel arrangement

Cancellations can be made either by the Traveler or the Agency, whereby the cancellation policy will apply. By signing this Contract or by giving consent via sending a package 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(s), the Traveler or the Mediator (on Traveler's behalf) guarantees that the Traveler is minimum 18 years of age.

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

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

It is the Traveler's responsibility to check the accuracy of the booked dates upon receipt of their booking confirmation.

#### **Article 4. Booking procedure, payment conditions, and Cancellation policy for Walking tours and Day trips**

Upon receipt of an enquiry, the Organizer will confirm the availability and send the Invoice to the Traveler, so that they can proceed with the payment. After the payment has been received in full amount, the Traveler 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 Traveler to print and keep that confirmation.

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

The group's party leader will be considered the only client (Traveler) 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 that are needed to confirm the booking. The booking confirmation will then be issued in the name of that party leader (or the name of the person/company provided by the party leader).

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

The Organizer will confirm each booking by email.

It is the responsibility of the Travelers 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 Organizer to check the availability.

**Cancellation of Walking Tours /Day Trips by the Traveler**

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

The following cancellation policy will apply:

For "Day Trip" tours:

For cancellations notified 15 days or more before the tour commencement, the Organizer will charge 50% of the total amount. The Organizer will refund the rest of the money to the Traveler within 15 days, deducting the cost of the bank charges from that amount.

For cancellations from 14– 7 days before the tour commencement, the Organizer will charge 75% of the total amount. The Organizer will refund the rest of the money to the Traveler within 15 days, deducting the cost of the bank charges from that amount.

For cancellations from 6 – 0 days before the tour commencement, the Organizer 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 "Walking Tours":

In case of any cancellation, the Organizer shall charge 100% of the total price. A Walking tour can be assigned to a third party upon written agreement with the Organizer. A Walking tour can also be re-scheduled for another date (subject to availability) upon written agreement with the Organizer.

## **Article 5. Change in the agreed package travel arrangement price**

Once the package travel arrangement contract is concluded, the Agency is allowed to increase the agreed package 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 and c) a significant increase in currency exchange rates.

The package travel arrangement price can increase only by the reciprocal price increase percentage of the above-mentioned elements. The Traveler or Mediator is obliged to accept an increase of a maximum of 8% of the initially agreed package travel arrangement price. Should the price increase exceed 8% of the initially agreed package travel arrangement price, any modifications and/or cancellations of the package travel arrangement must be made in compliance with the Traveler whereby Article 5 of this Contract shall apply.

Regardless of the increased percentage, the package travel arrangement price change must be communicated to the Traveler latest 20 days before travel begins. In the event when the package travel arrangement price decreases due to the market price decrease of any of the above-mentioned elements, the Traveler is entitled to the reciprocal package travel arrangement price decrease. In this case, the Agency is obliged to refund the incurred balance exclusive of any administrative expenses. If the price increase exceeds 8% of the initially agreed package travel arrangement price, the

Traveler or Mediator can cancel this Contract in writing the latest two days after being notified about the package travel arrangement price change. The Traveler is entitled to a refund of settled payments exclusive of any administration, visa, insurance, and other incurred booking expenses. If the Traveler fails to notify the Agency about his/her package travel arrangement cancellation in writing and on time, the Agency will consider that s/he agrees with the package travel arrangement price change.

#### **Article 6. Change in other elements of the package travel arrangement contract**

The Agency cannot unilaterally modify the package travel arrangement contract without prior notice to the Traveler or Mediator. If the Agency is for some reason forced to significantly modify one of the main characteristics of the package travel arrangement before travel begins (1. destination, itinerary and travel dates, 2. accommodation destination and a 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 package travel arrangement price, 6. language in which the travel services are executed) or if the Agency is not able to meet Traveler's request for any special services or a package travel arrangement price has increased by more than 8%, then the Traveler or Mediator can either accept the new suggested package travel arrangement change/s or cancel the package 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 Traveler or Mediator of the following: a) incurred package travel arrangement changes and their impact on the package travel arrangement price b) reasonable cancellation period during which the Traveler or Mediator can cancel the package travel arrangement following the incurred package travel arrangement changes c) cancellation fee in case the Traveler or Mediator does not cancel within the given cancellation period d) alternative package travel arrangement offer of same or better quality, which the Traveler can but is not obliged to accept. In case of package travel arrangement price change, an alternative package travel arrangement must be communicated to the Traveler or Mediator no later than 20 days before travel begins. In case of change in other elements of the package travel arrangement, an alternative package travel arrangement cannot be offered after the travel begins. If the Traveler fails to notify the Agency about his/her decisions in regards to the incurred package travel arrangement change/s, the Agency will consider that the Traveler or Mediator agrees with the package travel arrangement change. If the Traveler or Mediator chooses to cancel the alternative package travel arrangement, the Agency is obliged to refund all settled payments less any administrative expenses to the Traveler no later than 14 days after the travel was canceled.

#### **Article 7. Categorization and service description**

The categorization of accommodation, restaurants, means of transport, and other services included in any package 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 8. Travel documents**

The Traveler is obliged to possess a valid passport and other travel documents (visa) that enable her/him to enter a foreign country. If due to Traveler'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 Traveler. In case the Traveler 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 package travel arrangement price. The Traveler is obliged to obtain all valid travel documents before travel begins. The Agency mediation in the visa application is not included in the package 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 Traveler must respect the customs of the Republic of Croatia as well as of all other countries s/he is traveling to. Should the Traveler, due to disrespect of these regulations, be unable to continue the travel, the Traveler is the only one to suffer consequences and costs occurred from such situations. We highly recommend every Traveler to adequately inform herself/himself about each country's travel regulations before making any package travel arrangement booking. The Agency will provide assistance in case of one of the above situations but assumes no responsibility for any consequences.

#### **Article 9. Package travel arrangement cancellations /amendments by the Traveler**

The Traveler or the Mediator can cancel the package travel arrangement in writing at any time before travel begins. In that case, the following cancellation policy applies:

For cancellations notified 45 days or more before the travel commencement, the Agency will charge 30% of the total package travel arrangement price.

For cancellations notified 44 – 21 days before the travel commencement, the Agency will charge 40% of the total package travel arrangement price.

For cancellations notified 20 – 15 days before the travel commencement, the Agency will charge 50% of the total package travel arrangement price.

For cancellations notified 14 – 0 days before the travel commencement, the Agency will charge 100% of the total package travel arrangement price.

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

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

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

#### **Article 10. Assignment of the package travel arrangement to another traveler**

If the Traveler 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 period. A notification sent to the Agency not later than 7 days before the beginning of the package travel arrangement shall be considered a notification

within a reasonable period. The assignor and the assignee of the Package 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 exceed 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 Traveler, provided that the party fulfills all the specified requirements for the package travel arrangement and that there are no legal or any other impediments preventing the third party from traveling 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 Traveler or provided it is not possible to change the reservation at all.

#### **Article 11. Terms and conditions and Cancellation policy for vessel charters**

For charter of the vessels (motorboats, catamarans, sailing boats/yachts, gulets, luxury sailing yachts, luxury motor 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 every boat/yacht charter offer/contract.

#### **Article 12. Agency's right to terminate package travel arrangement contract before the commencement of the package travel arrangement**

Regarding package travel arrangements that require a certain number of Travelers to sign up, the Agency can terminate the Package travel arrangement Contract before the commencement of the package travel arrangement if the number of persons who have signed up for the travel is lower than the minimum number indicated in the tour program offer. In that case, the Agency will fully recompense the Traveler for all the payments received for the package travel arrangement (without the obligation to indemnify the Traveler) as well as notify the Traveler 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 Package travel arrangement Contract before the commencement of the package travel arrangement and fully recompense the Traveler for all the payments received for the package travel arrangement (without the obligation to indemnify the Traveler) 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 Traveler 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 package travel arrangement price and is obliged to recompense the Traveler for all the payments made on behalf of the Traveler, without unnecessary delay, and not later than 14 days from the termination of the Package travel arrangement Contract.

The Agency is authorized to terminate the Contract, entirely or in part, by a unilateral statement if it does not receive the payment of the contracted package travel arrangement price within the given deadlines. In that case, the Traveler is not entitled to a refund of advance payments or indemnification or the compensation of visa, insurance, vaccination, and

other administrative costs and expenses, if any. The Agency can cancel the Package travel arrangement Contract or withdraw from the Contract and demand indemnification from the Traveler who has directly violated the decisions stipulated in the Contract, primarily if the Agency concludes that the Traveler or Mediator had intentionally provided incorrect data about the number of Travelers and their age or that changes had occurred during the travel, of which the Traveler did not notify the Agency.

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

The Traveler 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 traveling. The Traveler 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 traveling. The Agency is not responsible for the decisions of the officials who deny transport to the Traveler, 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 canceled before it starts or during its course, the Agency reserves the right to charge a cancellation fee as regulated by these General Terms and Conditions and specific cancellation policy indicated in the travel program.

The Traveler 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 Traveler shall pay for it on the premises. During the travel, the Traveler is obliged to behave in a manner which does not endanger the lives or health of his or her fellow Travelers and the course of the travel.

If the Traveler's behavior 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 Traveler is obliged to get vaccinated and carry the certificates and documents concerning vaccination when traveling to the countries for which they are required under the regulations of the World Health Organization. If necessary, the Traveler is obliged to supply a medical certificate. If the Traveler 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 Traveler shall be charged with cancellation costs as indicated in the package travel arrangement program. The Traveler 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 14. Obligations of the Agency**

The Agency, the recipient of payments for a package travel arrangement, is responsible for the provision of services covered by the Package 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 Traveler 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 Traveler, following due professional care and practices in tourism. The Agency is obliged to send the Traveler 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 Traveler encounters a problem, and especially a) by providing adequate information about health services, local authorities, and consular assistance and b) by assisting the Traveler in establishing long-distance communication and finding alternative package travel arrangements.

If the Traveler 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 Traveler a travel insurance 'package'. By signing the Package travel arrangement Contract or by settling either full or partial payment of the agreed travel program price to the Agency's official bank account(s), the Traveler 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 under the legislation and international conventions.

#### **Article 15. Traveler'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 Package travel arrangement Contract, the Agency is obliged, to continue the package travel arrangement, to offer the Traveler 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 Traveler, including the option of returning to the place of departure, as stipulated in the Contract. If the Agency proposes an alternative package travel arrangement resulting in a travel of a quality lower than that indicated in the Package travel arrangement Contract, the Agency is obliged to approve an adequate price reduction for the Traveler. The Traveler can refuse the proposed alternative package 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 non-compliance significantly influences the realization of the travel program and if the Agency does not rectify the noncompliance within a reasonable period designated by the Traveler, the Traveler can terminate the Package travel arrangement Contract without paying a cancellation fee and demand, as necessary, price reduction and/or indemnification according to Article 22 and Article 23 of this Contract. If it is not possible to provide alternative arrangements or if the Traveler refuses the proposed alternative arrangements, the Traveler has the right to price reduction and/or indemnification, if necessary, according to Article 22 and Article 23 of the Contract, without the termination of the Package travel arrangement Contract. In that case, if the package travel arrangement includes the transport of the Traveler, the Agency is obliged to ensure, without unnecessary delay, the repatriation of the Traveler by equivalent means of transport, at no additional expense to the Traveler. Additional expenses shall be charged to the Agency.

#### **Article 16. Rectification of noncompliance regarding the provision of travel services included in the package travel arrangement**

The Traveler 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 Package travel arrangement Contract.

If any of the travel services are not provided according to the Package travel arrangement Contract, the Agency is obliged to rectify this noncompliance at the Traveler'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 non-compliance due to the above-mentioned reasons, the Traveler has the right to price reduction and/or indemnification according 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 period designated by the Traveler, the Traveler may rectify it himself or herself and demand compensation of the essential costs. The Traveler is not obliged to designate a reasonable period for the rectification of the noncompliance by the Agency if the Agency has refused to rectify the non-compliance or if the noncompliance must be rectified immediately.

#### **Article 17. Package travel arrangement organized by other agencies/tour operators**

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

#### **Article 18. Luggage**

If the Traveler is traveling by airplane, s/he has the right to luggage transport according to airline regulations. The Traveler pays the costs of luggage transport by the applicable airline prices. In case of road or sea transport, the Traveler 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 Traveler 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 Traveler directly to the transport operator or accommodation facility. The Traveler or Mediator must report special luggage (ski equipment, musical instruments, and similar items) before the conclusion of this Contract. If possible, the Agency will try to fulfill the Traveler's additional request for special luggage, given in advance, but it cannot guarantee the fulfillment 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 Traveler because of that. The Traveler is obliged to take care of his or her possessions carried in the Traveler 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 Traveler bears sole responsibility for the theft, loss, or damage of the possessions left unsupervised in the Traveler area of the means of transport. The transport of pets is not allowed, other than in exceptional cases, at the request and with additional payment. The Agency cannot guarantee the fulfillment of such a request. We recommend the payment of an insurance policy against damage and loss of luggage.

## **Article 19. Travel insurance**

The price of the package travel arrangement does not include travel insurance. According to the Act on the Provision of Tourism Services of the Republic of Croatia, the Traveler will be offered travel insurance during the booking process. The Agency is obliged to offer the Traveler 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 Traveler 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 afterward. In case the Traveler demands the indicated types of insurance, they can be contracted directly with an insurer.

By signing the Package travel arrangement Contract or by settling either full or partial payment of the agreed travel program price to the Agency's official bank account(s), the Traveler or Mediator confirms that s/he was offered and recommended the types of insurance indicated in this Article.

## **Article 20. 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 package travel arrangement, 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 Traveler in connection with the Package 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) Compensation to the Traveler for necessary accommodation, meals and return to the place of travel program departure, if transportation of the Traveler was included in the Package 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 Croatia Osiguranje d.d. insurance company. In case of an occurrence of an insured event, the Traveler must contact the insurer as quickly as possible at the following address: Croatia Osiguranje d.d. Zagreb, Vatroslava Jagića 33, 10000 Zagreb, Croatia. The number of insolvency insurance policy is 298140400127, valid until March 01, 2025. By signing the Travel Arrangement Contract by settling either full or partial payment of the agreed travel program price to the tour operator's official bank account, the Traveler or Mediator confirms that the employees of the travel agency have made the Traveler or Mediator aware of the contents of the applicable insolvency insurance policy.

## **Article 21. 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 Traveler by the non-performance, partial performance, or undue performance of the obligations connected with the package travel arrangement.

The Agency has signed up a professional and public liability insurance policy with Croatia Osiguranje d.d. insurance company. The contact information of the insurer is as follows: Croatia Osiguranje d.d. Zagreb, Vatroslava Jagića 33, 10000 Zagreb, Croatia, EU and the number of professional and public liability insurance policy is 078140095310, valid until March 1, 2025.

**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 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 22. Dealing with Complaints**

In case of incompletely or inadequately provided contracted travel services, the Traveler has the right to complain 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 emphasize that is in the interest of the Traveler to act in good faith and express the intent of resolving the complaint on the spot. If that is not possible, the Traveler 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 Traveler 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: T&T Travel Boutique, travel agency/Sole Trader for tourism and business services, owner Tihana Dolenc, Djordjićeva 5, 10 000 Zagreb, Croatia.

If the Traveler lodges a complaint after the indicated deadline, the Agency shall not be obliged to address such a complaint. Each Traveler 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 Traveler 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 Traveler 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 Traveler shall also waive the right to sue. If by fault of T&T Travel Boutique travel agency, a part of the program or services is not provided, the Traveler 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 package travel arrangement. The Traveler 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 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 23. Indemnification**

Regardless of a price reduction or contract termination, the Traveler 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 non-compliance, and the operator is obliged to compensate the Traveler for the damage without unnecessary delay. The Agency shall be discharged of liability for the damage if the following is proven:

- a) the non-compliance is attributable to the Traveler;
- b) the non-compliance is attributable to a third person not associated with the provision of the services covered by the Package travel arrangement Contract and the noncompliance was unpredictable or inevitable;
- c) The noncompliance occurred because of exceptional circumstances which could not be avoided. The Traveler has the right to apply for indemnification following the Act on the Provision of Tourism Services of the Republic of Croatia and per international conventions.

### **Article 24. Price reduction**

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

### **Article 25. Availability of the Agency**

The Traveler shall have the option of directly contacting the Agency 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:

Turistička agencija T&T Travel Boutique/ Obrt za turističke i poslovne usluge Djordjićeva 5, 10000 Zagreb, Croatia, EU Tel: +385 91 2501718 ; Email: [enjoy@croatiatravelboutique.com](mailto:enjoy@croatiatravelboutique.com) W: [www.croatiatravelboutique.com](http://www.croatiatravelboutique.com)

### **Article 26. Jurisdiction**

Both contracting parties, the Agency, and the Traveler 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 27. Privacy protection**

The Traveler shall provide his or her personal data voluntarily. The personal data of the Traveler 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).

T&T Travel Boutique travel agency assumes the responsibility not to export the Traveler'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 about 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 Traveler to the place of departure in case of accident and illness. If the Traveler signs an insurance policy, the personal data will be forwarded to the insurance company.

The Traveler's personal data will be stored in a database, following 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 Traveler's personal data for marketing purposes (e.g. sending information, incentive measures, advertising, and newsletters). The Traveler can, at any time, demand that his personal data be excluded from the database used for marketing purposes, by sending a written request to [enjoy@croatiatravelboutique.com](mailto:enjoy@croatiatravelboutique.com). Any objection regarding the processing of personal data for marketing purposes will not affect the contracting or provision of the requested services.

## **Article 28. Consent of the Traveler**

The Traveler shall accept the provisions of this Package travel arrangement Contract / General Terms and Conditions in one of the following ways:

By sending enquiry directly to the web site of the Agency at [www.croatiatravelboutique.com](http://www.croatiatravelboutique.com)

By signing the Package travel arrangement Contract

By paying partially or full package travel arrangement price

By accepting the issued invoice for the paid services

By using the tourist services ordered and paid for

## **Article 29. Final provisions**

The Traveler confirms and agrees to the following:

That, before the conclusion of the Package travel arrangement Contract, the Agency has provided him or her with adequate information about the basic border, visa, and health-related formalities about traveling 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 insurance against accidents and illness (not related with Covid-19) 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 Traveler to the place of departure in case of accident and illness (not related with Covid-19)

That s/he was made aware of the contents of the applicable professional and public liability insurance policy, and the obligation of the Agency to contract insolvency insurance policy for each package travel arrangement.

That the Package travel arrangement Contract / General Terms and Conditions are an integral part of every package travel arrangement delivered by travel agency T&T Travel Boutique;

The Package travel arrangement Contract / General Terms and Conditions enter into force on the 15th of December 2023. 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, the following are the most significant Traveler's rights:

Before the conclusion of the Package travel arrangement Contract, the Traveler 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.

Traveler will receive an emergency contact of the ground tour operator.

Traveler can designate a third party to use the contracted services, only after giving 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 the latest 20 days before package travel arrangement begins 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 Traveler 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 Traveler has the right to 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 Traveler has the right to terminate the Package travel arrangement Contract at no cancellation fee and request a full refund of all payments

completed towards the Package travel arrangement. If the tour operator cancels the package travel arrangement before its beginning, the Traveler has the right to a 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 NOT RELATED TO COVID-19, and or any other pandemic/epidemic) that could affect the Package travel arrangement, the Traveler has the right to terminate the Package travel arrangement Contract before package travel begins. In this case, no cancellation fee will apply.

Furthermore, the Traveler can terminate the Package travel arrangement Contract at any time before package travel begins, 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 following 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 Traveler has the right to terminate the Package travel arrangement Contract at no cancellation fee.

The Traveler 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 Traveler faces any difficulty during the travel, the tour operator owes the Traveler "a duty of care".