

GENERAL TERMS AND CONDITIONS

FOR PACKAGE TRAVEL ARRANGEMENTS

Please read these General Terms and Conditions carefully.

By submitting an enquiry, confirming a booking by e-mail and/or making a partial or full payment, the Traveller confirms that they are familiar with and accept these General Terms and Conditions.

Article 1. General Provisions and Definitions

These General Terms and Conditions for Package Travel Arrangements, together with the pre-contractual information set out in **ANNEX I**, form an integral part of the **Package Travel Agreement** (hereinafter: the “Agreement”) concluded between:

T&T Travel Boutique / Sole trader for tourism and business services,

Owner: Tihana Dolenc,

OIB: 47538511420,

Đorđićeva 5, 10000 Zagreb, Croatia,

MB: 97511455

(hereinafter: the “Agency”)

and

the **Traveller**, or the **Contracting Party**, and/or an **Intermediary**.

Definitions

- **Traveller:** the person who uses the travel services.
- **Contracting Party:** the person who concludes the Agreement and/or makes payment (may be the Traveller or another person).
- **Intermediary:** a person or travel agency acting on behalf of the Traveller.

If the Agreement is concluded by an Intermediary on behalf of the Traveller, the Intermediary guarantees that they are duly authorised to act on the Traveller’s behalf, to share the Traveller’s personal data with the Agency for the purpose of performing the travel services, and that they accept all contractual obligations arising from this Agreement.

Article 1.1 Scope of Application

These General Terms and Conditions apply to all **package travel arrangements** concluded between the Agency and the Traveller/Contracting Party/Intermediary where the Agency acts as the **organiser** of one-day or multi-day tours.

A **package travel arrangement** is a combination of at least two different types of travel services (such as transport, accommodation, car rental and/or other tourist services such as excursions or entrance tickets), sold at an inclusive price and forming a single travel experience, in accordance with the EU Package Travel Directive and the Croatian Act on the Provision of Tourism Services.

Article 1.2 Special Conditions – Charter, Villas and Third-Party Organisers

- **Charter (vessel hire):** Charter services (motor yachts, sailing boats, catamarans, gulets, luxury yachts or small cruisers) are subject exclusively to **Special Charter Conditions** specified in the individual charter contract/offer.
 - **Luxury villas and holiday homes:** These services do not fall under package travel arrangements. Only the **Special Conditions** stated in the individual rental contract/offer apply.
 - **Arrangements organised by third parties:** Where the Agency acts solely as an intermediary and not as the organiser, the General Terms and Conditions of the responsible organiser apply. The Agency bears no responsibility for the execution of such arrangements beyond its role as intermediary.
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Article 1.3 ZagrebLocals.com / Zagreb Local Experiences (Single Services)

Where the Agency acts as organiser of tours published on **zagreblocals.com** under the brand **Zagreb Local Experiences**, and such services are not part of a multi-day package but constitute a **single service**, the booking procedure and cancellation terms set out in **Article 4** apply, together with any Special Conditions stated in the offer.

Article 1.4 Formation of the Agreement

The Agreement becomes legally binding when signed by an authorised representative of the Agency and the Traveller/Contracting Party/Intermediary.

If signing is not possible, the Agreement becomes binding upon:

- written confirmation of the booking by e-mail, and/or
- partial or full payment of the agreed price to the Agency's official bank account.

Full details of the contracted services (itinerary, inclusions/exclusions, prices, accommodation details, number of travellers, etc.) are contained in the issued offer/pro forma invoice and booking confirmation e-mail. Unless Special Conditions are explicitly stated, these General Terms and Conditions apply.

Article 1.5 Standards and Classification

Accommodation and services are described in accordance with the official classification of the relevant destination at the time of booking. Standards may vary between countries and are not directly comparable.

The Agency shall not be liable for any oral or written information provided by third parties that differs from the official description contained in the offer or itinerary.

Article 1.6 Group Leader

Where several persons travel as part of one group, the Agency shall communicate with one designated person (“Group Leader”) acting on behalf of the group.

The Group Leader is authorised to confirm programme changes, approve additional costs, complete the booking process and make payments. The booking confirmation will be issued in the name of the Group Leader.

Article 2. Price of the Package

All prices are stated in the travel programme and/or offer and are expressed in EUR. The offer specifies which services are included and which are excluded.

The Agency shall not be responsible for services not included in the package or for services paid directly by the Traveller to third-party providers.

Article 3. Bookings and Payments – Multi-Day Tours

(Boutique Tours / Customised Multi-Day Tours)

Article 3.1 Booking Procedure

Upon receipt of an enquiry, the Agency provides a proposed itinerary. Once approved, the Agency prepares a detailed itinerary and carries out planning and reservations for all requested services. After completion, the Agency issues an official package offer and pro forma invoice.

Article 3.2 Deposit and Payment Schedule

The required deposit and payment schedule are defined in the **Special Conditions** stated in the offer.

A booking is confirmed upon payment of the agreed deposit. A booking confirmation is sent by e-mail.

Failure to meet payment deadlines shall be deemed a cancellation by the Traveller, and the cancellation terms set out in **Article 9** apply.

Article 3.3 Electronic Communication

Booking confirmations and documents are sent by e-mail. Due to technical reasons beyond the Agency's control, delivery cannot always be guaranteed. The Traveller is responsible for checking receipt and contacting the Agency if confirmation is not received.

Article 3.4 Minimum Age

The Traveller must be at least 18 years old. Where a minor travels, the Contracting Party must be a parent or legal guardian, who confirms that the other parent/guardian has been informed and consents.

Article 4. Bookings and Payments – City Tours and One-Day Tours

For city tours and one-day services, the Traveller submits an enquiry by e-mail. The Agency confirms availability and issues an offer/pro forma invoice including applicable Special Conditions.

Unless otherwise stated, **100% prepayment** is required. A booking confirmation is sent by e-mail. The Traveller is responsible for verifying the accuracy of all booking details.

Article 5. Changes to the Package Price

After the Agreement has been concluded, the Agency may increase the price only if the increase is a direct result of changes in:

- a) passenger transport costs (e.g. fuel or energy prices),
- b) taxes or fees imposed by third parties (e.g. tourist taxes, port or airport charges),
- c) relevant exchange rates.

The increase shall be calculated proportionally. The Traveller accepts price increases of up to **8%** of the total package price.

The Agency must notify the Traveller of any increase no later than **20 days** before the start of the trip, clearly stating the reasons and calculation.

If the increase exceeds 8%, the Traveller may terminate the Agreement in accordance with **Article 6**.

Where relevant costs decrease, the Traveller is entitled to a price reduction, less actual administrative costs, which the Agency shall justify upon request.

Article 6. Changes to Other Contractual Terms

Before the start of the package, the Agency may not unilaterally change contractual terms.

If the Agency is forced to make **significant changes** to essential elements of the package (destination, duration, accommodation, transport, key services), or if the price increase exceeds 8%, the Traveller may, within a reasonable deadline:

- accept the proposed change, or
- terminate the Agreement without termination fees.

If the Traveller does not respond within the stated deadline, acceptance is deemed.

Refunds shall be made within **14 days** of termination.

Article 7. Classification and Description of Services

Accommodation, restaurants, transport and other facilities are described according to official classifications applicable at the time of issue.

The Agency bears no responsibility for information provided by third parties that differs from the published offer or itinerary.

Article 8. Travel Documents, Visas and Health Requirements

The Traveller must possess valid travel documents. Invalid documents resulting in cancellation are subject to the cancellation terms in **Article 9**.

The Traveller is responsible for obtaining visas and required vaccinations. The Agency may provide guidance but is not responsible for decisions of authorities or resulting costs.

Article 9. Cancellation Prior to Departure – Fees and Refunds

Article 9.1 General Rules

Cancellations must be submitted in writing. The date and time of receipt determine applicable fees. Special Conditions may apply for certain services (e.g. charters, villa rentals).

Article 9.2 Multi-Day Tours

- up to **45 days** prior: **20%**
- **44–31 days** prior: **30%**
- **30–22 days** prior: **50%**
- **21–0 days** prior or no-show: **100%**

Article 9.3 Private Walking Tours

Private walking tours are subject to **100% cancellation fees** due to guide reservation and blocked capacity.

Tours may be rescheduled or transferred to another person by written agreement, subject to availability.

Article 9.4 Private Day Trips / Customised Day Trips

- **15+ days** prior: **50%** fee
- **14–7 days** prior: **75%** fee
- **6–0 days** prior: **100%** fee

Refunds (if applicable) are made within **14 days**, less transaction costs.

Article 9.5 Zagreb Food Tours

Same scale as Article 9.4.

Article 9.6 Road Transfers

- up to **72 hours** prior: **0%**
- **72–48 hours** prior: **50%**
- **48–0 hours** or no-show: **100%**

Article 9.7 Boat Transfers

- up to **8 days** prior: **0%**
- **7–5 days** prior: **30%**
- **4–3 days** prior: **50%**
- **2–0 days** or no-show: **100%**

Article 9.8 Charter and Villa Services

According to Special Conditions stated in the individual contract.

Article 9.9 Unavoidable and Extraordinary Circumstances

The Traveller may terminate the Agreement without termination fees where unavoidable and extraordinary circumstances significantly affect the package or transport to the destination, in accordance with applicable law.

Article 10. Transfer of the Package to Another Traveller

The Traveller may transfer the package to another person by written notice no later than **7 days** before departure. The transferor and transferee are jointly liable for any outstanding payments and transfer costs.

Article 11. Charter Services

Charter services are governed exclusively by Special Charter Conditions.

Article 12. Termination by the Organiser Before Departure

Where a minimum number of participants is required, the Agency may terminate the Agreement and refund all payments if the minimum is not met, with notice given no later than:

- **20 days** before trips longer than 6 days
- **7 days** before trips of 2–6 days
- **48 hours** before trips shorter than 2 days

Refunds are made within **14 days**.

Article 13. Traveller Obligations

The Traveller must comply with travel regulations, respect the itinerary and house rules, and behave responsibly. Serious misconduct may result in exclusion from the trip without compensation.

Article 14. Obligations of the Organiser

The Agency is responsible for proper performance of services and must provide assistance to Travellers in difficulty. Costs caused by the Traveller's own negligence may be charged.

Article 15. Failure to Perform a Significant Part of Services

Alternative arrangements must be offered at no extra cost. If quality is lower, an appropriate price reduction applies.

Article 16. Remediating Non-Conformity

The Traveller must notify the Agency without undue delay. The Agency must remedy non-conformity unless impossible or disproportionate.

Article 17. Packages Organised by Other Organisers

Where the Agency acts only as intermediary, the organiser's terms apply.

Article 18. Luggage

Luggage rights depend on the carrier. The Agency is not liable for loss, damage or theft. Insurance is recommended.

Article 19. Travel Insurance

The Agency must offer travel insurance in accordance with the law. Insurance may be arranged directly or via the Agency as intermediary.

Article 20. Insolvency Protection

The Agency holds insolvency protection with **Croatia osiguranje d.d.** Policy no.: **298625000299**, valid until **20 March 2026**.

Article 21. Professional and Public Liability Insurance

The Agency holds professional and public liability insurance with **Croatia osiguranje d.d.** Policy no.: **078620125475**, valid until **20 March 2026**.

*Note: Certain insurance policies may exclude coverage for pandemics/epidemics in accordance with insurer conditions. **Travellers are advised to arrange suitable insurance.***

Article 22. Complaints

Complaints must first be raised on site. Written complaints must be submitted within **8 days** after completion of travel. The Agency will respond within statutory deadlines.

Articles 23–24. Compensation and Price Reduction

Travellers are entitled to compensation and/or price reduction in accordance with applicable law, unless non-conformity is attributable to the Traveller, an unrelated third party, or unavoidable circumstances.

Article 25. Contact Details

T&T Travel Boutique
Đorđićeva 5, HR-10000 Zagreb
Tel: +385 91 2501718
E-mail: enjoy@croatiatravelboutique.com
Owner & Managing Director: Tihana Dolenc

Article 26. Data Protection

Personal data are processed for service delivery and communication. Marketing communications are optional and may be withdrawn at any time.

Article 27. Jurisdiction and Applicable Law

Croatian law applies. The competent court is Zagreb.

Article 28. Traveller Consent

Acceptance occurs by written confirmation, signature, payment or use of services.

Article 29. Final Provisions

These General Terms and Conditions enter into force on **15 January 2026** and may be updated. The version valid at the time of booking applies.

ANNEX I

PRE-CONTRACTUAL INFORMATION

Key Rights of Travellers under the EU Package Travel Directive and Applicable Croatian Law

1. Right to Pre-Contractual Information

Before concluding a Package Travel Agreement, the Traveller will receive all essential information relating to the package travel arrangement, including details of the itinerary, included and excluded services, total price, payment terms, cancellation conditions, accommodation, transport and other relevant elements.

2. Responsibility for Proper Performance

For every package travel arrangement, there is always at least one trader (the organiser) who is responsible for the proper performance of all travel services included in the contract.

3. Contact Details for Assistance and Complaints

Travellers are provided with a telephone number for emergencies and/or details of a

contact point through which they can contact the organiser or the travel agency in order to request assistance or report any lack of conformity during the trip.

4. Right to Transfer the Package to Another Traveller

Travellers may transfer their package travel arrangement to another person by giving written notice to the organiser within a reasonable period before the start of the trip, subject to payment of any actual costs incurred by the transfer.

5. Price Increases – Strictly Limited

The price of a package travel arrangement may only be increased if specific costs increase (such as fuel prices, taxes, fees or relevant exchange rates), and only if this possibility is expressly provided for in the contract.

In any event, the organiser must notify the Traveller of any price increase no later than **20 days** before the start of the package.

If the price increase exceeds **8%** of the total package price, the Traveller may terminate the contract.

Where the organiser reserves the right to increase the price, the Traveller is also entitled to a price reduction if the relevant costs decrease.

6. Right to Terminate the Contract Due to Significant Changes

Travellers may terminate the contract without paying any termination fee and obtain a full refund of all payments if any of the essential elements of the package travel arrangement are significantly altered and the Traveller does not accept the proposed changes.

7. Termination by the Organiser Before Departure

If the organiser cancels the package travel arrangement before its commencement, Travellers are entitled to a refund of all payments made and, where applicable, to compensation in accordance with applicable law.

8. Unavoidable and Extraordinary Circumstances at the Destination

Travellers may terminate the contract before the start of the package travel arrangement without paying any termination fee if unavoidable and extraordinary circumstances occur at the destination or its immediate vicinity and significantly affect the performance of the package or the transport of Travellers to the destination.

In such cases, Travellers are entitled to a refund of all payments made, in accordance with applicable law.

9. Termination with an Appropriate Fee (Other Cases)

In all other cases, Travellers may terminate the contract at any time before the start of the package travel arrangement by paying an appropriate and justifiable termination fee, as specified in the contract, General Terms and Conditions and/or Special Conditions.

10. Alternative Arrangements After the Start of the Trip

If, after the start of the package travel arrangement, significant elements of the package cannot be provided as agreed, appropriate alternative arrangements must be offered to the Traveller at no additional cost.

If the alternative arrangements result in a package of lower quality, the Traveller is entitled to an appropriate price reduction.

11. Termination After Departure Due to Serious Lack of Conformity

If travel services are not performed in accordance with the contract and this significantly affects the performance of the package, and the organiser fails to remedy the lack of conformity within a reasonable period (or immediately where required), the Traveller may terminate the contract without paying a termination fee and may be entitled to a price reduction and/or compensation, in accordance with applicable law.

12. Right to a Price Reduction and/or Compensation

Travellers are entitled to an appropriate price reduction and/or compensation for any damage suffered if the travel services are not performed or are improperly performed, in accordance with applicable law.

13. Right to Assistance in Case of Difficulty

If a Traveller is in difficulty, the organiser must provide appropriate assistance without undue delay. This includes, in particular, providing information on health services, local authorities and consular assistance, as well as assistance with communication and arranging alternative travel arrangements, in accordance with applicable law.