

## Article 1. GENERAL PROVISIONS

These General Terms and Conditions form an integral part of the contractual relationship concluded between the Agency and the Contractor in relation to travel and related services provided, organized, sold, arranged, or mediated by the Agency.

These General Terms and Conditions apply to:

- a) package travel arrangements organized by the Agency;
- b) individual travel services;
- c) tailor-made itineraries;
- d) concierge services;
- e) private day tours, walking tours, and city tours with a licensed guide;
- f) transfer services;
- g) charter services relating to the rental of vessels (including yachts, gulets, catamarans, boats, and similar vessels), with or without crew; and
- h) other travel-related services provided or arranged by the Agency.

Depending on the nature of the specific booking, the Agency may act:

- (i) as the organizer of a package travel arrangement;
- (ii) as the provider of individual or other travel-related services;
- (iii) as an intermediary between the Contractor and third-party service providers; or
- (iv) as a charter broker in relation to charter services.

The role of the Agency in each specific booking, as well as the nature of the booked services, shall be indicated in the proforma invoice (offer), Contract, Travel Program, charter contract, or other booking documentation applicable to that booking.

For the avoidance of doubt, walking tours, city tours with a licensed guide, and similar standalone guided services, when booked independently and not combined by the Agency with accommodation, transport, or other travel services so as to constitute a package travel arrangement under applicable law, shall not be considered package travel arrangements. Likewise, single accommodation services and single transport services booked on a standalone basis shall not constitute package travel arrangements.

The terms and conditions applicable to each specific booking shall be those specified in the relevant proforma invoice (offer) and/or other booking documentation applicable to that booking.

Where the Agency acts as the organizer of a package travel arrangement, the provisions of these General Terms and Conditions concerning package travel, together with all mandatory rights and obligations arising under applicable law, shall apply.

Where the Agency acts solely as an intermediary or as a charter broker, the relevant services may also be subject to the terms and conditions of the respective third-party service provider, charter company, yacht owner, or other supplier. Any such applicable third-party terms and conditions shall

be identified in the proforma invoice (offer) and/or other booking documentation applicable to the specific booking.

Nothing in these General Terms and Conditions shall exclude, restrict, or reduce any mandatory rights granted to the Contractor and/or Travelers under applicable law, in particular in relation to package travel arrangements where the Agency acts as the organizer.

#### **Article 1.1 CONTRACTUAL FRAMEWORK CLAUSE**

For the purposes of these General Terms and Conditions, the contractual relationship between the Agency and the Contractor (hereinafter: the "Contract") shall, depending on the nature of the specific booking, consist of the following documents, as applicable:

- a) the Travel Program (itinerary) and/or description of services;
- b) the Contract for Package Travel, where applicable;
- c) these General Terms and Conditions;
- d) the proforma invoice (offer), to the extent that it contains special conditions applicable to the specific booking;
- e) in the case of yacht charters or other charter services, the applicable charter contract issued by the service provider or by T&T Travel Boutique acting as a charter broker;
- f) where the Agency acts as an intermediary or charter broker, any applicable third-party supplier terms and conditions or other booking documentation expressly made applicable to the specific booking.

All of the above documents, to the extent applicable to the specific booking, shall be considered together as a single contractual framework and shall form integral parts of the Contract.

In the event of any inconsistency between these General Terms and Conditions and any special conditions expressly stated in the proforma invoice (offer), the Contract for Package Travel, the applicable charter contract, or any applicable third-party supplier terms and conditions for a specific booking, such special conditions shall prevail for that specific booking and only to the extent permitted by applicable law.

For the avoidance of doubt, where the Agency acts as the organizer of a package travel arrangement, the mandatory provisions of applicable law governing package travel shall prevail over any conflicting contractual provision.

#### **Article 2. DEFINITIONS AND INTERPRETATION**

In addition to terms marked with capital letters which are defined elsewhere in the Contract and these General Terms and Conditions, the following terms shall have the meanings set out below:

**'Agency'**

**T&T Travel Boutique, travel agency / Sole trader for tourism and business services, Owner: Tihana Dolenc, OIB: 47538511420, with registered office at Đorđićeva 5, 10 000 Zagreb, Croatia.**

**'Contract'**

The agreement concluded between the Agency and the Contractor in relation to a specific booking, including, as applicable, the Travel Program and/or description of services, the Contract for Package

Travel, these General Terms and Conditions, the proforma invoice (offer), any applicable charter contract, and any other related booking documentation.

**‘General Terms and Conditions’**

These General Terms and Conditions applicable to the services provided by the Agency.

**‘Contractor’**

A person who wishes to conclude or has concluded a Contract with the Agency for their own benefit and/or for the benefit of one or more Travelers. This person may also be the Traveler or act on behalf of the Traveler.

**‘Traveler’**

Any person who is entitled to travel or use the services based on the concluded Contract.

**‘Travel Program’**

The itinerary and/or description of services forming an integral part of the Contract, including pre-contractual information and details of the agreed services.

**‘Tailor-Made Travel’**

Individually designed travel arrangements created according to the specific requirements and preferences of the Contractor and/or the Traveler.

**‘Package Travel Arrangement’**

A combination of at least two different types of travel services, such as transport, accommodation, car rental, or other tourist services, sold or offered for sale at an inclusive or total 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.

**‘Third-Party Service Provider’**

Any natural or legal person providing services included in the travel arrangement, such as hotels, transport providers, yacht owners, guides, or other suppliers.

**‘Intermediary Services’**

Services in relation to which the Agency acts solely as an intermediary between the Contractor and one or more third-party service providers, without assuming the role of organizer of a package travel arrangement.

**‘Charter Broker’**

A role in which the Agency arranges charter services between the Contractor and the relevant yacht owner, charter company, or other provider, without assuming operational responsibility for the vessel or services performed directly by such provider, except to the extent expressly agreed or required by applicable law.

**‘Charter Services’**

Services relating to the rental of yachts, gulets, catamarans, boats, or similar vessels, with or without crew, and may include associated services such as crew, fuel, food and beverages, port fees, tourist taxes, or other onboard or land-based services, depending on the specific booking.

### **‘Standalone Guided Services’**

Walking tours, city tours with a licensed guide, and similar guided services booked independently and not combined by the Agency with other travel services so as to constitute a package travel arrangement under applicable law.

### **‘APA (Advance Provisioning Allowance)’**

A pre-paid amount used to cover variable costs during charter services, including but not limited to fuel, food and beverages, port fees, and other operational expenses, managed by the captain or service provider.

### **‘Reasons beyond the Agency’s liability’**

Circumstances for which the Agency shall not be held liable towards the Traveler, provided that the Agency proves such circumstances, including the following:

- (i) the lack of conformity is attributable to the Traveler;
- (ii) the lack of conformity is attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or
- (iii) the lack of conformity arises due to Force majeure or other unavoidable and extraordinary circumstances.

### **‘APTS’**

Act on the Provision of Tourism Services of the Republic of Croatia (Official Gazette No. 130/2017, 25/2019, 98/2019, 42/2020), with all subsequent amendments.

### **‘Individual Travel Services’**

One or more travel or travel-related services booked separately or on a standalone basis, which do not constitute a package travel arrangement within the meaning of the APTS.

### **‘GDPR’**

General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).

### **‘Ministry’**

Ministry of the Republic of Croatia responsible for tourism.

The definitions contained in these General Terms and Conditions apply equally to the singular and plural forms of these terms. All defined terms shall have the same meaning when used in any confirmation, invoice, booking document, or other document issued in connection with the Contract, unless expressly stated otherwise. Terms used in these General Terms and Conditions which have a gender meaning shall be interpreted as including all genders.

Whenever the words “include”, “includes” or “including” are used, they shall be deemed to be followed by the words “without limitation.” The headings of the sections are provided for convenience only and shall not affect the interpretation of the Contract or these General Terms and Conditions. Any reference to the “Contract” shall refer to the Contract as a whole and not to any individual provision.

These General Terms and Conditions shall be interpreted in accordance with the laws of the Republic of Croatia. Legal terms shall be interpreted in accordance with Croatian law and not according to the interpretation of such terms in any other jurisdiction.

Unless expressly provided otherwise, terms used in these General Terms and Conditions shall have the meaning assigned to them under the APTS.

### **Article 3. RESERVATIONS AND CONCLUSION OF THE CONTRACT**

1. All of the Agency's package travels are individually tailored at the request of the Contractor. Requests for personalized package travel may be submitted by telephone, by e-mail, or through the Agency's websites [www.croatiatravelboutique.com](http://www.croatiatravelboutique.com) or [www.zagreblocals.com](http://www.zagreblocals.com).

2. Based on the received request, the Agency shall provide the Contractor with a Travel Program outlining the proposed services and the estimated price. Upon acceptance of the Travel Program by the Contractor, the Agency shall issue a detailed quotation for the package travel.

3. Following acceptance of the quotation, the Agency shall issue a proforma invoice (offer) specifying the agreed services, the total price, payment terms, and any special conditions that may apply. The proforma invoice (offer) shall include the deadline by which the advance payment must be paid.

4. The reservation shall be considered confirmed once the Contractor makes the required advance payment in accordance with the issued proforma invoice (offer), in the amount and within the period specified therein. The Agency shall issue an invoice for the advance payment, which shall be replaced by a final invoice upon receipt of the full payment.

5. The Agency shall issue a Contract for Package Travel. The Contract, together with the detailed Travel Program and these General Terms and Conditions, shall form an integral part of the contractual documentation relating to the package travel.

6. The Contract shall be considered concluded and binding on the date it is signed by both parties or, if the Contractor does not sign the Contract in person, on the date the Agency receives the Contractor's partial or full payment towards the contracted package travel. By making any payment to the Agency's business account, the Contractor confirms acceptance of the Contract, the Travel Program, the proforma invoice (offer), and these General Terms and Conditions in full.

7. The advance payment shall be included in the total price of the package travel. The Contractor is obliged to pay the remaining amount within the period specified in the Contract, proforma invoice (offer), or final invoice.

8. Should the Contractor fail to make the advance payment within the period specified in the proforma invoice (offer), it shall be deemed that the Contractor has cancelled the reservation and has not accepted the proforma invoice (offer). In such case, the proforma invoice (offer) shall be considered invalid upon expiration of that period.

9. In the event that the Contract has been concluded and the Contractor fails to pay the remaining amount of the total package travel price within the period specified in the Contract, such failure shall be deemed to constitute cancellation or termination by the Contractor. In such case, the Contractor shall be required to pay the Agency the applicable cancellation fee in accordance with these General

Terms and Conditions, unless expressly otherwise provided in the proforma invoice (offer) as special conditions governing the specific booking.

10. Cancellation of the Contract may be made only in accordance with the provisions of these General Terms and Conditions governing termination or cancellation by the Contractor or the Agency.

11. The Contractor must be at least 18 years old.

12. By signing the Contract, or by making partial or full payment to the Agency's business account in relation to the contracted package travel, the Contractor confirms that they are at least 18 years old.

13. If the Traveler is a minor, the Contract must be concluded by a parent or legal guardian who, by signing the Contract or making payment, confirms that they are authorized to conclude the Contract on behalf of the minor and that any necessary consent of the other parent or legal guardian has been obtained.

14. For non-package services as well as intermediary services the booking flow may differ and the applicable supplier/intermediary documentation governs.

#### **Article 4. PAYMENT POLICY**

Unless otherwise stipulated in the Contract, the Contractor may make payment for the Agency's services by bank transfer to the Agency's business account, by credit or debit card, or via online payment methods.

In the case of payment by bank transfer, all bank charges and transaction costs shall be borne by the Contractor and/or the Traveler making the payment, so that the full invoiced amount is received in the Agency's business account.

For payments made by credit or debit card or via online payment methods, the Agency shall not impose any surcharge or separate transaction fee, except where such charge is expressly permitted under applicable law and has been clearly disclosed to the Contractor prior to payment.

#### **Article 5. PRICE AND CONTENT OF THE PACKAGE TRAVEL**

The content of the package travel shall be determined by the Travel Program, while the agreed price of the package travel, payment terms, and any special conditions applicable to the specific booking shall be specified in the proforma invoice (offer) and/or the Contract for Package Travel. All prices are expressed in EUR.

The price includes the services expressly specified in the Travel Program and/or other contractual documents relating to the specific booking. Any services not expressly stated as included shall be considered excluded.

The prices stated in the Travel Program and other pre-contractual proposals are based on agreements between the Agency and its suppliers/service providers and may not correspond to the prices available at the destination where the Traveler is staying.

Should the Contractor or the Traveler request additional services during the package travel and pay for them directly to the service provider, the Agency shall not be held responsible for such services, and any complaints in relation thereto shall be submitted directly to the respective service provider.

The Agency shall not be obliged to grant a refund for any service included in the package travel price that was not used due to the Traveler's own decision, late arrival, failure to meet required conditions, or other circumstances attributable to the Traveler."

The Contractor acknowledges and understands that hotels, apartments, or other accommodation facilities included in the Travel Program are described according to the official categorization of the respective country, which may differ from country to country. As a result, the standard of accommodation and services may vary and may not be directly comparable. The Agency shall not assume responsibility for any oral or written information that is not in accordance with the description of services and facilities contained in the Travel Program or other contractual documentation and that was obtained from third parties.

The prices indicated in the Travel Program and any pre-contractual proposal are subject to availability and may change until the booking has been confirmed and the advance payment has been received by the Agency.

The Agency reserves the right to adjust the proposed price prior to confirmation of the booking in the event of changes in supplier prices, exchange rates, fuel costs, taxes, or other charges beyond the Agency's control. Once the booking has been confirmed and the advance payment received, the agreed price shall not be increased, except in cases expressly permitted under applicable law or expressly agreed as special conditions for the specific booking.

The Contractor acknowledges that tailor-made travel arrangements are based on dynamic pricing and availability, and that services included in the Travel Program may be subject to change until fully confirmed.

Unless otherwise expressly specified, local taxes, tourist taxes, resort fees, or other charges payable at the destination may not be included in the package travel price and shall be paid directly by the Traveler. Where such charges are known to the Agency at the time of booking, the Agency shall inform the Contractor accordingly.

#### **Article 6. PRICE INCREASE BY THE AGENCY**

The Agency has the right to unilaterally increase the price of the package travel following the conclusion of the Contract. The Agency may increase the contracted price no later than 20 days before the start of the package travel, in any of the following cases:

- a) changes in transportation costs resulting from the cost of fuel or other energy sources, provided that the amount or share of such costs in the package travel price is expressly stated in the Contract;
- b) changes in taxes or fees of travel services included in the Contract imposed by third parties not directly involved in the execution of the package travel, including tourist taxes, landing taxes, or embarkation or disembarkation fees at ports and airports, provided that the amount or share of such taxes or fees in the package travel price is expressly stated in the Contract; or
- c) changes in exchange rates relevant to the package travel, provided that the amount of services related to a certain currency or their share in the package travel price is specified in the Contract.

In the event of such a price increase, the Agency shall increase the price only by the amount corresponding to the change in the relevant parameters referred to in points a), b), and/or c) above and shall notify the Contractor in writing, including an explanation of the increase and its calculation.

The Contractor shall be bound by such unilateral increase in the contracted price if it does not exceed 8% of the total package travel price. Should the increase exceed 8% of the total package travel price, the Contractor shall be entitled to cancel the trip, i.e., terminate the Contract without paying a termination fee.

If the Contractor fails to submit a written notice of termination of the Contract to the Agency within seven days of receiving the Agency's written notification of the price change, they shall be deemed to have accepted the price increase.

If the Contract stipulates the Agency's right to unilaterally increase the price of the package travel in accordance with the above provisions, the Contractor shall, under the same conditions, be entitled to a price reduction corresponding to any decrease in the parameters referred to in points a), b), and/or c).

In the event of such a price reduction, the Agency shall be entitled to deduct any actually incurred administrative expenses from the amount to be refunded to the Contractor and, upon request, shall provide proof of such expenses.

#### **Article 7. CONTRACT TERMINATION BY THE CONTRACTOR**

After Contract conclusion and before the start of the package travel, the Contractor may cancel the trip, i.e., unilaterally terminate the Contract by submitting a written notice of termination to the Agency, in which case the Agency will charge the Contractor the following cancellation fee, depending on the date on which the Agency received the Contractor's written notice of termination, as follows:

- \* up to 46 days prior to the beginning of the package travel: 20% of the total package travel price;
- \* 45 to 31 days prior to the beginning of the package travel: 30% of the total package travel price;
- \* 30 to 21 days prior to the beginning of the package travel: 50% of the total package travel price;
- \* 20 to 0 days before the start of the package or in the event of 'No-Show': 100% of the total package travel price.

Depending on the nature of the specific package travel or the terms imposed by the relevant service providers, cancellation conditions different from those stated above may apply. In such case, the special cancellation terms expressly stated in the proforma invoice (offer), the Contract for Package Travel, or the applicable supplier or charter contract for that specific booking shall prevail and be binding upon the Contractor.

The above-mentioned cancellation fees also apply to possible changes of the departure date or changes of accommodation, i.e., the type of accommodation, as well as any other significant changes to the package travel requested by the Contractor.

At the Contractor's request, the Agency will justify the calculated cancellation fee. The Agency has the right to charge the Contractor a fee for termination of the Contract regardless of the reason the Contractor terminates the Contract, except in cases where the Contractor has the right to terminate the Contract without paying such a fee due to a breach of the Contract by the Agency.

As an exception to the previous provision, if the Contractor terminates the Contract due to Force Majeure (unavoidable and extraordinary circumstances) occurring at the destination or in its immediate vicinity, which significantly affect the performance of the package travel or the transportation of the Traveler to the destination:

- (i) The Contractor is not obligated to pay the stated cancellation fee or termination fee;
- (ii) The Contractor is entitled to a refund of all payments made to the Agency for the booked package travel;
- (iii) The Contractor is not entitled to compensation for damages.

If the Contractor has directly or through the Agency contracted travel cancellation insurance with an insurance company, the right to a refund of the paid amount may be exercised exclusively according to the terms of the insurance policy. All conditions and deadlines for obtaining a refund are contracted directly between the insurance company and the Contractor, and the Agency bears no responsibility for non-recognition of rights, rejection of claims, or any objection by the insurance company, even when the insurance was arranged through the Agency as an intermediary.

#### **Article 8. CONTRACT TERMINATION BY THE AGENCY**

The Agency may terminate the Contract and refund all payments received for the package travel to the Contractor in full, without obligation for damages or any other payments to the Contractor or Travelers, in any of the following cases:

- If the Agency is prevented from performing the Contract due to Force majeure, under the condition that the Agency notifies the Contractor of the termination of the Contract without undue delay before the start of the package travel.
- If the number of Travelers enrolled in the package is smaller than the minimum number of Travelers stated in the Travel Program, provided that the Agency notifies the Contractor of the termination of the Contract no later than:
  - 20 days prior to package travel beginning for trips lasting more than 6 days;
  - 7 days prior to package travel beginning for trips lasting between 2 and 6 days;
  - 48 hours prior to package travel beginning for trips lasting less than 2 days.

The Agency shall be authorized to unilaterally terminate the Contract in whole or partially if it does not receive payment of the contracted package travel price within the agreed terms. In such case, the termination shall be deemed a cancellation by the Contractor, and the Agency shall be entitled to retain and/or charge the applicable cancellation fee in accordance with the applicable cancellation policy stipulated in the proforma invoice (offer), the Contract for Package Travel, or other booking documentation applicable to the specific booking.

The Contractor shall not be entitled to compensation for damages or for possible expenses such as visas, insurance, vaccinations, and other administrative expenses.

The Agency may cancel/withdraw from the Contract and demand payment of compensation from the Contractor who directly violates the provisions of the Contract concluded with the Agency, in particular if it has been established that the Contractor intentionally provided incorrect information about the number of Travelers and their age, or if during the trip there were changes about which the Contractor failed to inform the Agency.

#### **Article 9. TRANSFER OF THE CONTRACT TO ANOTHER TRAVELER**

Prior to the beginning of the package travel, the Contractor may transfer the Contract to another Traveler who meets all requirements applicable to that Contract, provided that the Contractor informs the Agency in writing no later than 7 days prior to the beginning of the package travel.

The Contractor and the Traveler to whom the Contract is transferred shall be jointly and severally liable to the Agency for payment of the package travel price, as well as for any additional fees, charges, or other expenses arising from the transfer, provided that the Agency has informed them thereof and supplied proof of such additional expenses.

#### **Article 10. CHANGES TO THE CONTRACT BY THE AGENCY**

After Contract conclusion and prior to the beginning of the package travel, the Agency may, by delivering a written notice to the Contractor, unilaterally change the terms of the Contract, provided that such change is insignificant — that is, it does not significantly change any of the main characteristics of the travel services, does not reduce the level of quality or value of the package, nor does it cause significant inconvenience or additional expenses for the Traveler.

If, after Contract conclusion and prior to the beginning of the package travel, the Agency is forced to significantly change any of the main characteristics of the travel services or cannot fulfill the contracted special requirements of the Contractor and/or Travelers specified in the Contract, it shall be required to notify the Contractor in writing without undue delay.

The above-mentioned notification shall include a description of the proposed changes to the Contract and any alternative package travel that the Agency may offer to the Contractor.

Unless otherwise indicated in such written notice from the Agency, if, within three days of receiving the notice, the Contractor fails to notify the Agency in writing that he/she accepts the amended Contract or the offered replacement package, the Contract shall be considered terminated, and the Agency will, without delay, and no later than 14 days, refund the Contractor and/or Travelers the amount paid up to that point.

The Contractor shall also be entitled to appropriate compensation for damages, unless the Agency proves that the proposed amendment to the Contract occurred for reasons beyond the Agency's control.

If the amendments to the Contract result in package travel of lower quality or price, the Contractor shall be entitled to an appropriate price reduction.

In cases where the Agency acts as an intermediary, changes to the contracted services may occur due to modifications made by third-party service providers. The Agency shall not be liable for such changes, provided that reasonable alternatives of equal or higher quality are offered where possible.

#### **Article 11. IMPOSSIBILITY TO PERFORM A SIGNIFICANT PART OF THE TRAVEL SERVICES**

If a significant part of the travel services cannot be provided in accordance with the Contract, the Agency shall, in order to continue the package travel, offer the Contractor appropriate alternative arrangements, preferably of equal or higher quality than those specified in the Contract, without additional expense for the Contractor or the Travelers, including in cases where the Travelers were not provided with a return to the place of departure as agreed.

If the Agency proposes an alternative travel arrangement, the consequence of which is a package travel of lower quality than that specified in the Contract, the Agency shall grant the Contractor an appropriate price reduction.

The Contractor may reject the proposed alternative travel arrangements only if they are not comparable to those agreed in the Contract or if the offered price reduction is inappropriate.

If the lack of conformity significantly affects the performance of the package travel and if the Agency fails to correct such lack of conformity within a reasonable period specified by the Contractor, the Contractor may terminate the Contract without paying a cancellation fee and, where appropriate, request a price reduction and/or compensation for damages in accordance with the provisions of these General Terms and Conditions governing such entitlements.

If it is not possible to provide alternative arrangements, or if the Contractor rejects the proposed alternatives in accordance with these General Terms and Conditions, the Contractor shall be entitled, as appropriate, to a price reduction and/or compensation for damages, without terminating the Contract.

If the package travel includes transport services, in the cases referred to in the previous paragraphs, the Agency shall ensure, without undue delay, the repatriation of the Travelers with equivalent transport, without additional expense to the Travelers. Such additional expenses shall be borne by the Agency.

In cases where the Agency acts as an intermediary, the Agency shall not be liable for the inability of third-party service providers to perform a significant part of the services, provided that the Agency has exercised due care in selecting such providers. Any remedies shall be subject to the terms and conditions of the respective service provider.

The Agency shall not be liable for indirect or consequential damages, including but not limited to loss of enjoyment, missed connections, or additional personal expenses incurred by the Contractor or Travelers, to the extent permitted by applicable law.

#### **Article 12. BEARING THE EXPENSES OF NECESSARY ACCOMMODATION**

When, due to Force majeure, it is not possible to ensure the return of Travelers in accordance with the Contract, the Agency will bear the expenses of necessary accommodation for a maximum of three nights per Traveler, where possible, in accommodation of an equivalent category provided for in the

Contract. If European Union legislation on Travelers' rights applicable to the relevant means of transportation for the return of the Travelers provides for longer periods, these periods shall apply.

The limitation of expenses referred to in the previous paragraph of these General Terms and Conditions shall not apply to persons with reduced mobility, defined in Article 2, point (a) of Regulation (EC) no. 1107/2006 of the European Parliament and the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26 July 2006) and on any person accompanying them, pregnant women, unaccompanied minors and persons who need special medical assistance, provided that the Agency has been notified of their special needs at least 48 hours prior to package travel beginning.

The Agency cannot rely on Force majeure in order to limit its obligations under these General Terms and Conditions if the provider of transport services cannot rely on such circumstances under applicable European Union legislation.

In cases where the Agency acts as an intermediary, the obligation to provide accommodation and bear related costs shall apply only to the extent that such responsibility is not assumed by the relevant service provider, in accordance with applicable laws and supplier terms.

### **Article 13. OBLIGATIONS AND RESPONSIBILITIES OF THE AGENCY**

As the organizer of the package travel, the Agency shall be responsible for the performance of the package travel as a whole, including all services included in the package travel price.

Unless expressly stated otherwise in the Travel Program, the Agency shall provide the contracted services in the English language.

The Agency shall provide appropriate assistance without undue delay to any Traveler in difficulty, in particular by:

- providing information on health services, local authorities, and consular assistance; and
- assisting the Traveler in establishing long-distance communication and finding alternative travel arrangements.

Where the Traveler has caused the difficulty intentionally or through negligence, the Agency may charge a reasonable fee for such assistance, not exceeding the actual costs incurred.

If a Traveler who is a minor is travelling unaccompanied by a parent or another authorized person as part of a package travel that includes accommodation, direct contact with the minor or the person responsible for the minor at their place of residence shall be ensured through the contact point of the Agency specified in the Contract.

The Agency shall treat as confidential all information obtained about the Contractor and the Travelers (including personal data, travel details, and pricing), and shall use such information solely for the purpose of performing the Contract, except where disclosure is required by law.

The Agency shall provide the Contractor with all necessary travel documentation (including vouchers and relevant travel information) no later than seven (7) days prior to the start of the package travel. Travel documentation may also be delivered electronically.

In respect of any damages for which the Agency may be held liable, except in cases of death or personal injury or damage caused intentionally or through negligence, the Agency's liability shall be limited to a maximum of three times the total price of the package travel.

Where international conventions binding the European Union, or legal provisions based on such conventions, limit the extent of compensation payable by a service provider forming part of the package travel, or limit the conditions under which such compensation is payable, the same limitations, conditions, and exclusions shall apply to the Agency accordingly. The Agency shall be entitled to rely on such limitations in relation to the Contractor and the Travelers.

Any compensation for damages or price reduction to which the Contractor is entitled under these General Terms and Conditions, the APTS, and applicable international conventions or regulations shall be offset against each other.

The Agency shall offer travel insurance to the Contractor. By signing the Contract or by making any payment towards the package travel, the Contractor confirms that such insurance has been offered.

In cases where the Agency acts as an intermediary, the Agency shall not be liable for damages arising from the acts or omissions of third-party service providers. Any liability shall be governed by the terms and conditions of the respective service provider.

The Agency recommends that the Contractor obtain appropriate travel insurance, including cancellation, health, and liability coverage. The Agency shall not be responsible for any costs incurred by the Contractor or Travelers in the absence of such insurance.

#### **Article 14. OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR AND THE TRAVELERS**

The Contractor shall expressly confirm to the Agency:

- (i) that all Travelers listed in the reservation have been informed of and have accepted the Contract (including the Travel Program and these General Terms and Conditions, which form an integral part of the Contract);
- (ii) that the Contractor is authorized to act on behalf of all Travelers specified in the reservation;
- (iii) that the Contractor is fully responsible to the Agency for compliance with the Contract by all Travelers and is obliged to make all payments stipulated by the Contract on their behalf;
- (iv) that any advance payment and/or the total package travel price relates to all Travelers included in the same reservation and is deemed to be distributed among them, unless otherwise specified in the Contract.

Whenever these General Terms and Conditions or the Contract stipulate that the Contractor shall make a statement, guarantee, waive or undertake an obligation, it is considered that he/she does so on his/her own behalf and on behalf of each of the Travelers.

The Contractor shall provide the Agency with all necessary personal data of each Traveler and shall deliver all required documentation in a timely manner for the proper organization and implementation of the package travel.

The Agency has the right to request and retain copies of documents where necessary for the performance of the Contract (completion of the trip).

If the Contractor fails to submit the requested information or copies of documents within the deadline and in the manner specified by the Agency, it shall be deemed that the Contractor has withdrawn from the reservation and terminated the Contract, and the Contractor shall be required to pay the applicable cancellation fee.

The Contractor shall be responsible for any damage suffered by the Agency, any Traveler, or any third party arising from the provision of incorrect and/or incomplete information or documentation.

Unless expressly provided otherwise in the Contract, the Contractor shall be responsible for ensuring that all Travelers possess valid passports, visas, health documentation, and any other documents required for travel and stay, and that such documentation remains valid throughout the duration of the trip.

Before concluding the Contract, the Contractor shall be required to inform the Agency of all the facts regarding the health, habits, etc. of each of the Travelers which may endanger the progress of the trip (including food restrictions, chronic disease, allergies, etc.).

If the Travel Program indicates special rules for travel (such as, for example, mandatory vaccinations and the acquisition of appropriate documents), the Traveler shall be required to fulfill the stated requirements.

The Traveler shall comply with the rules of accommodation providers, including check-in and check-out times for rooms, apartments, cabins, or other facilities.

If a Traveler in any way endangers the safety, peace, or comfort of other Travelers or third parties, or jeopardizes and/or disrupts the proper execution of the Travel Program, the Agency shall have the right, in addition to claiming compensation for damages, to terminate the travel for that Traveler and to continue the performance of the package travel without them.

In such a case, if the Traveler is a minor, the Contractor shall be obliged to ensure the Traveler's return home at his or her own expense.

The Traveler shall follow all reasonable instructions of the Agency or its representatives and shall cooperate in good faith during the execution of the travel.

In the event of dissatisfaction, the Traveler shall cooperate in good faith with the Agency and its representatives in order to resolve the issue, without disturbing other Travelers or third parties, and without causing reputational harm to the Agency.

In case of breach of obligations from the Contract and applicable regulations, the Contractor and the Traveler shall be responsible for any damage suffered by any Traveler, the Agency, any service provider involved in the package travel or any third party, and will indemnify the Agency against all claims on those grounds.

The Contractor shall be jointly and severally liable with the Travelers for the fulfillment of the obligations set out in this Article.

## **Article 15. SPECIAL RULES REGARDING COVID-19**

The Contractor and the Travelers are aware and fully understand the following:

that the World Health Organization (WHO) on March 11th 2020 declared COVID-19 a pandemic;

that COVID-19 is an infectious and dangerous disease which may cause serious health consequences, including death of the affected person;

that people infected with COVID-19 do not have to immediately show symptoms characteristic of this disease, and some of them do not develop symptoms at all;

that various binding measures have been enacted around the world to contain and prevent the spread of COVID-19, whereby such measures may be enacted by supranational, national, federal, regional or local competent authorities, and may include a total or partial travel ban in certain locations, the ban or restriction of entry or exit from a certain country, region or any other area, the obligation to present a recent negative COVID-19 test and/or proof of vaccination against COVID-19 and/or a certificate of recovery from COVID-19 when entering or exiting country, region or any other area or when undertaking a certain activity (e.g. flight by aircraft), mandatory quarantine, self-isolation when entering or leaving the country, region or any other area, obligation to wear protective masks, obligation to measure body temperature when entering certain locations or events and the prohibition of access to persons with elevated body temperature, the obligation to disinfect hands or feet on certain occasions, social distancing, complete closure or limited working hours, the scope of services or the number of visitors to public or natural sights, government services, shops or catering establishments, cancellation of public events (such as concerts or sports events) or their holding without spectators or with a limited number of spectators, etc.;

that such mandatory measures are subject to change, i.e., less and more stringent measures may enter into force at any moment;

that, in addition to such mandatory measures, some countries publish non-binding recommendations on avoiding travel to certain jurisdictions and regions that are also subject to change;

that there is a possibility that, due to COVID-19, some carriers (e.g. airlines, bus carriers, etc.) have introduced, or will introduce, special measures and restrictions which are also subject to change.

Considering that the Contractor and the Travelers have been fully informed of and are aware of the risks related to traveling during the time of COVID-19 (including the above-mentioned risks), the Contractor and the Travelers hereby accept the following:

Mandatory COVID-19 measures and restrictions which are in force or may come into force at the travel destination (including the obligation to wear protective masks, the obligation to measure body temperature when entering certain locations or events and the prohibition of access to persons with elevated body temperature, the obligation to disinfect hands or feet on certain occasions, social distancing, complete closure or limited working hours, the scope of services or the number of visitors to public or natural sights, government services, shops or catering facilities, cancellation of public events such as concerts or sports events or their holding without spectators or with limited number of spectators, etc.) shall not have a significant impact on Travelers' satisfaction, and the Agency bears

no responsibility towards the Contractor or Travelers on this basis. The Agency and Travelers shall be required to comply with all such binding measures and restrictions at all times.

The Contractor and Travelers shall be required to ensure that each Traveler meets all COVID-19 measures imposed by any competent authority or service provider for arrival or departure from the travel destination, access to any event and location included in the travel, and access to any means of transport (e.g. aircraft, vessel, etc.) regardless of whether transfer is included in the trip or not, including the obligation to obtain and present a recent negative COVID-19 test and/or proof of vaccination against COVID-19 and/or a certificate of recovery from COVID-19, and the Agency bears no responsibility towards the Contractor or Travelers on those grounds.

If any of the Travelers, after concluding the Contract, tests positive for COVID-19, is imposed a self-isolation measure, or has been in close contact with a person who has tested positive for COVID-19, the Contractor shall be required to notify the Agency in writing without delay. If the above occurs within a period of 14 days prior to beginning of the package travel, and the Agency, considering the prevention of the spread of COVID-19, reasonably decides that the infected Traveler represents a safety risk for other people on the trip and therefore must not travel, the Agency shall, without delay, inform the Contractor thereof in writing. In that case, it is considered that the Contract for the infected Traveler has been terminated by the Traveler with the obligation to pay the cancellation fee according to these General Terms and Conditions. The Contractor/infected Traveler shall not have any claims against the Agency on those grounds.

Although the Agency will, whenever reasonably possible, implement internal policies and measures aimed at reducing the risk of COVID-19 spread, the Agency cannot ensure or guarantee that any of the Travelers on the trip will not be infected with COVID-19 or another infectious disease, and the Agency bears no responsibility if any of the Travelers become infected with COVID-19 or another infectious disease. A Traveler who becomes infected with COVID-19 during the trip will not be able to continue the trip. The Contractor and the Travelers accept that the Agency shall provide adequate assistance to such a Traveler in that case, especially in providing adequate information about health services, local authorities and consular assistance and assisting in establishing long-distance communication and finding alternative travel arrangements, but the Agency bears no responsibility for the Traveler's missed arrangements, any additional accommodation that the Traveler may need, nor any other expenses, consequences or damage on those grounds.

Unilateral termination of the Contract by the Contractor or any Traveler is subject to cancellation policy according to these General Terms and Conditions by the Contractor, if it has been due to any of the following reasons, regardless of whether this reason already existed at the time of Contract conclusion or it occurred after Contract conclusion: (i) measures of mandatory presentation of a recent negative COVID-19 test and/or proof of vaccination against COVID-19 and/or a certificate of recovery from COVID-19 when entering or leaving the country, region or any other area or when undertaking an activity (e.g. flight by aircraft); (ii) measures of mandatory quarantine, i.e., self-isolation when entering or leaving a country, region or any other area; (iii) measures restricting the Traveler's activities and freedom of action during the trip (such as obligations to wear protective masks, obligations to measure body temperature when entering certain locations or events and ban access to people with elevated body temperature, obligations to disinfect hands or feet on certain occasions, social distancing, complete closure or limited working hours, scope of services or number

of visitors to public or natural sights, government services, shops or catering facilities, cancellation of public events such as concerts or sports events or their holding without spectators or with a limited number of spectators, etc.); (iv) non-binding recommendations of authorities on avoiding travel to certain countries, regions or areas due to COVID-19; (v) changes in the conditions and timetable of the carrier related to the arrival or departure of Travelers from the travel destination; (vi) contracting COVID-19 by the Traveler or any of his close persons or the obligation of self-isolation imposed on any of them due to close contact with an infected person.

The Agency shall recommend that the Contractor and Travelers arrange insurance that would also cover risks related to COVID-19. If the Contractor or the Traveler arranges such insurance, the conditions of the arranged insurance policy are applicable to their rights towards the insurer.

*The above provisions shall apply mutatis mutandis to any other infectious disease, epidemic, pandemic, or public health event, as well as to any related measures imposed by competent authorities or service providers.*

In cases where the Agency acts as an intermediary, all measures, restrictions, and consequences related to COVID-19 or similar circumstances shall be subject to the terms and conditions of the respective service providers, and the Agency shall not be liable for their implementation or effects.

In the case of yacht charters, the captain and charter company reserve the right to deny boarding or modify the itinerary for health and safety reasons, including COVID-19 or similar circumstances, without liability of the Agency.

The Agency shall not be responsible in the event that any Traveler is denied boarding or entry into a country due to failure to comply with applicable health regulations.

#### **Article 16. INSURANCE OFFERED BY THE AGENCY TO THE TRAVELER**

In accordance with the APTS, the Agency shall offer the Contractor the possibility to arrange an insurance package directly (or through the Agency as an intermediary) with a third-party insurer against the consequences of an accident or illness during the trip, damage and loss of luggage, voluntary health insurance during the trip and stay abroad, insurance in case of trip cancellation and insurance that covers the expenses of assistance and return of Travelers to the place of departure in case of accident and illness.

Information on the content of these insurances is available on the insurer's website <https://crosig.hr/putno-osiguranje/putno-osiguranje/>

Unless expressly stated in the Contract, the prices of the mentioned insurances shall not be included in the package travel price.

#### **Article 17. INSOLVENCY INSURANCE**

Pursuant to the APTS, the Agency is obliged to deposit, for each package travel, an insolvency security with an insurance company or a bank in the Republic of Croatia, for:

a) the refund of all payments made by or on behalf of the Contractor in connection with the 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 Contractor for necessary accommodation, meals and return to the place of travel program departure, if transportation of the Contractor was included in the package travel, 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 the occurrence of an insured event, the Contractor must contact the insurer as quickly as possible at the following address: Croatia osiguranje d.d., Zagreb, Vatroslava Jagića 33, 10000 Zagreb, Croatia. Policy number 228620136634, valid until 20 March 2027. This shall be valid as a certificate of insurance in case of bankruptcy or insolvency of the Agency.

#### **Article 18. PROFESSIONAL AND PUBLIC LIABILITY INSURANCE**

Pursuant to the APTS, the Agency is obliged to sign with the insurer a liability insurance policy covering any damage caused to the Traveler by the non-performance, partial performance or undue performance of the obligations connected with the travel arrangement.

The Agency has signed a professional and public liability insurance policy with the 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. number of professional and public liability insurance policy number 228620136633, valid until 20 March 2027. This shall be valid as a certificate of insurance obligation for damage

#### **Article 19. CONTRACTOR'S COMPLAINTS**

The Contractor shall be required, without undue delay and taking into account the circumstances of the case, to inform the Agency, via the Agency's contact point specified in the Contract, of any lack of conformity identified during the performance of the travel service covered by the Contract.

The Agency shall remedy such lack of conformity at the request of the Contractor, unless this is impossible or would entail disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the Agency fails to remedy the lack of conformity within a reasonable period set by the Contractor, the Contractor may remedy the lack of conformity themselves and demand reimbursement of the necessary expenses.

The Contractor shall not be required to set a reasonable deadline for the Agency to remedy the lack of conformity if the Agency has refused to remedy the lack of conformity or if the lack of conformity requires immediate remedy.

#### **Article 20. POSSIBILITY OF CONTACTING THE AGENCY**

The Contractor is free to contact the Agency directly to seek help if they find themselves in difficulties or to report any lack of conformity they find during the performance of the package travel. The Agency's contact information is as follows: T&T Travel Boutique, Travel Agency, Sole trader for tourism and business services, Đorđićeva 5, 10000 Zagreb, Croatia, Tel: +385 91 2501718; Email [enjoy@croatiatravelboutique.com](mailto:enjoy@croatiatravelboutique.com); [www.croatiatravelboutique.com](http://www.croatiatravelboutique.com); Manager and owner of the Agency, Tihana Dolenc.

## Article 21. FINAL PROVISIONS

The delivery of notices between the Contracting Parties in accordance with the Contract shall be deemed validly made in writing if it was sent: (i) by registered mail with a return receipt or (ii) by e-mail to the last address, i.e., the e-mail address used by one of the Contracting Parties to notify the other in writing. The Contractor is solely responsible for the accuracy of the address, i.e., the e-mail address for sending the notification about which they informed the Agency, and shall be obliged to notify the Agency immediately in writing about any change in the data for sending the notification.

General information about the Agency shall be available on the Agency's websites: [www.croatiatravelboutique.com](http://www.croatiatravelboutique.com) and [www.zagreblocals.com](http://www.zagreblocals.com).

The central contact point for administrative cooperation in accordance with the provisions of the APTS shall be the Ministry of Tourism and Sport of the Republic of Croatia, located at Prisavlje 14, 10 000 Zagreb, Croatia; e-mail: pravni@mints.hr; phone no.: +385 1 6169 243. The competent authority for monitoring the Agency's operations is the State Inspectorate, Tourism Inspectorate, located at Šubićeva ulica 29, 10 000 Zagreb, Croatia; e-mail: turisticka.inspekcija@dirh.hr; phone no.: +385 1 2375 100.

The Contracting Parties shall endeavor to resolve all possible disputes pertaining to the Contract (including its performance and termination) amicably, and if this is not possible, the court in Zagreb, Croatia shall have jurisdiction. The applicable law is the law of the Republic of Croatia (excluding its provisions on conflict of laws that would refer to the application of foreign law).

For consumers, information on alternative dispute resolution within the European Union is available on the European Commission's consumer redress pages.

Should any provision of the Contract or these General Terms and Conditions be or become void, invalid or unenforceable, or if the Contract contains an unintended contractual gap, this shall not affect the validity or enforceability of the remainder of the Contract. Any such void, invalid or unenforceable provision shall be deemed to be replaced, and the gap shall be filled by a suitable provision which is, to the extent legally permitted, in accordance with the economic purpose and objective of that provision and/or the Contract, and closest to the original intention of the Contracting Parties.

These General Terms and Conditions exclude all previously issued general terms and conditions of the Agency regarding package travel, and they enter into force on the date of publication on the Agency's website, i.e. March 23, 2026. The Agency reserves the right to amend these General Terms and Conditions at any time by publishing the amended text of the General Terms and Conditions on the Agency's website, which shall enter into force on the date of publication.

Zagreb, 23.03.2026.