

GENERAL TERMS AND CONDITIONS FOR THE PASSENGER SERVICES

package arrangements, related travel arrangements, excursions, transfers and other travel services

1. CONTENT OF THE SERVICE

Tourist agency Autotrans (Touristic Travel Agency) guarantees the provision of travel services according to the pre-contractual information / travel program and / or promotional material you received. The contents of the travel agency services will be fully realized in the manner described, except in the case of exceptional circumstances (war, riots, strikes, terrorist actions, sanitary disorders, natural disasters, authorities intervention, incidents, traffic accidents, etc.). The travel agency is not responsible for the performance of a travel service that is not combined as a travel organizer but is only mediated in sales.

The travel agency is not responsible for possible errors in the press or on the web site as well as for subsequent changes in the new releases of promotional material and programs that have turned the attention of the user to the travel service (traveller) prior to providing the pre-contractual information. In that case promotional material or the web site is not relevant.

2. APPLICATIONS, CONTRACTS AND PAYMENTS

Applications for travel services can be accepted at the travel agency branch offices and at the other authorised travel agencies, by providing the necessary information in person, by telephone, fax, e-mail or via the Internet. Based on the received application, the passenger will be offered a certificate / contract that is considered binding upon signature by the contracting parties or otherwise clearly confirmed his consent (Internet, fax, e-mail, credit card, payment to business account). Travel agency has to receive appropriate payment by the agreed deadline. When signing up, the passenger is required to provide all the information and / or documents necessary for the realization of the travel service and is liable for any damage caused to him or the travel organizer due to incorrect and / or incomplete data or documents.

In case the passenger is a minor, the contract is considered compulsory or produces legal effects only when the parent (guardian) of the child agrees with the contracted travel or contract provisions, by signing this contract or by giving special written consent.

a) Unless otherwise stated in the application for travel service, the passenger shall pay 40% deposit of the value of services and pay the rest not later than 45 days before departure for cruises and long journeys and 30 days before departure for any other trip. If a passenger does not fulfil this obligation, he / she will be deemed to have withdrawn from the reservation without the possibility of payment of the paid cash.

b) For a trip, transfer, transport by bus the passenger must pay a 100% of services at least 7 days before the trip.

c) For a flight ticket, a passenger must pay a 100% price upon issuance.

d) For "reservations on inquiry" a deposit of 100 HRK has to be paid. The Tourist Agency will not accept the booking of a reservation upon request without paying a deposit. If a passenger does not accept a confirmed reservation made on his request, the tourist agency will keep the paid down payment.

e) If a guest reserves accommodation in branch office that will start the same day and will pay in full in the accommodation facility, branch office will charge for the cost of the reservation, unless otherwise specified by the contract with the accommodation facility, a manipulative cost of 40,00 HRK per reservation. Based on the paid manipulative cost, the guest will receive a written reservation confirmation containing all the necessary information about the accommodation.

The amount paid by the passenger to the travel agency more than one month before the beginning of the realization of the contracted service is considered a down payment and the same is included in the price of the service.

Autotrans d.d.
Šetalište 20. travnja 18
51557 Cres
Hrvatska
p.p. 288 51000 Rijeka

Tel +385 (0)51 660 300
Fax +385 (0)51 211 988
E autotrans@ri.t-com.hr

www.arrivatravel.com.hr

3. THE CONTENT AND THE PRICE OF TRAVEL SERVICES

The contents of the travel service include all that the travel agency has provided in the pre-contractual information / program for that service. When it comes to a package arrangement or a related travel arrangement, the travel agency will provide other standard information on the prescribed form besides the pre-contractual information / program. Additional charges / costs are services not included in the basic price so the passenger pays specially such as: transfers, extra meals, excursions, port fees, tickets, taxes, travel insurance, tips, etc. Additional services are specially highlighted in pre-contractual information / travel program and they should be requested before the conclusion of the Contract and will be added to the basic price. If the travel agency requests to pay in advance any special fees/costs necessary for the realization of the service, passenger is obliged to pay in advance.

Optional and special services requested from the passenger during the trip has to be paid in the currency of the country where the service is provided.

Prices of travel services are published in Croatian kuna, calculated according to the prices of services in reference currency at the sales exchange rate of Croatian National bank.

The travel agency reserves the right to change the published prices if, after the conclusion of the contract, there has been a change in the cost of transport resulting from fuel costs or other energy sources, the amount of tax or travel service charge covered by a contract determined by third parties (tourist taxes, fees for boarding or disembarking in ports and airports), foreign exchange rates relevant to the package arrangement, affecting the cost of travel and for which the travel agency did not know or could influence.

The travel agency has the right to increase the price of travel by 8% and inform the passenger in written up to 20 days prior the trip. The price increase regardless of the percentage is possible only if the travel agency informs passenger in written form no later than 20 days prior the start of using services. Pricing arrangements have to be in a clear and understandable manner, informing the passengers with explanation of the increase and calculation.

4. CATEGORIZATION AND SERVICE DESCRIPTION

Offered accommodation facilities, restaurants, means of transport, etc. are described according to the official categorization of the local tourist organization at the time of the program. Standards of accommodation, food, services and other places and countries are different and not comparable.

The arrangement of accommodation in rooms or apartments is determined by the reception in the residence. If a passenger does not explicitly contract a room / apartment of special features, he / she will accept any officially registered room / apartment for issuance in a particular object or destination described in the program / promotional material or on the Internet. If possible, travel agency will try to meet the passenger's additional accommodation requirement (comfort, room orientation, floor, etc.) but can not guarantee the fulfilment of such request.

Entrance to the accommodation unit is usually between 16,00 and 20,00 hours (unless otherwise stated in the program), and usually have to leave until 10,00 hours on the day of completion of the service. For later arrivals in the accommodation unit (after 20 hours), it is necessary to inform the travel agency at least one day before departure, if such a late arrival is not provided by the program.

Information received by a passenger at the point of sale or by a third party does not oblige travel agency to a greater extent than the information in the travel / promotional material or on the web site.

5. CHANGE OF CONFIDENTIAL INFORMATION / TRAVEL PROGRAMS

A travel agency is entitled to change the pre-contractual information / travel program if there are exceptional circumstances that cannot be foreseen, avoided or eliminated (see point 1 of these general conditions). Agreed travel services can be replaced only by those of the same or more categories.

If the Travel Agency prior to the start of the package arrangement has been forced to substantially change any of the main features of the travel service or cannot meet the agreed special requirements or asks an increase in the price of the package arrangement by more than 8%, the passenger may terminate the Contract without payment of the termination fee. Passenger is obligated to inform about his decision travel agency by the deadline that travel agency gives passenger. If the passenger does not notify travel agency of his decision, after expiry of the deadline, shall be considered as terminated. If the modification of the travel contract in the package arrangement or the substitute package arrangement results in a lower quality package or price package, the passenger is entitled to an appropriate reduction in the price. If the passenger does not accept changes of the contract and terminates the travel contract package, the travel agency will return full amount to the passenger within 14 days at the latest.

Travel agency reserves the right to continue the journey without any passengers who do not appear in time at the place of departure or continuation of the journey, and the passenger's no show will be considered as cancellation of the tourist service.

6. THE RIGHT OF TRAVEL AGENCY TO TERMINATE CONTRACT

The travel agency may terminate the travel in full or in part because of exceptional circumstances which could not have been foreseen or avoided. Passenger will be notified without unnecessary delay. Travel agency may also cancel the trip, without compensation to the passenger, if required number of passengers is not applied for the trip. The travel agency publishes a minimum number of passengers on the program / contractual information for each trip. The travel agency is obliged to inform all passengers of the cancellation; at least 24 hours before departure, transfer, bus service, 20 days prior to the start of package travel arrangements lasting more than six days, 7 days prior to the start of package travel arrangements for between two and six days.

In case of cancellation of the contract due to insufficient number of registered passengers, the Tourist Agency will refund all payments made to the passenger in return for no delay and no later than 14 days from the date of termination of the contract.

If there is no official statement from the Ministry of Foreign and European Affairs of the Republic of Croatia, or a responsible travel organizer or airline company, the trip cannot be cancelled.

7. THE RIGHT OF PASSENGERS TO TERMINATE CONTRACT

If a traveler wishes to cancel a travel service, he / she must do it in writing before the start of the trip. The date when travel agency receives written cancellation and the expected costs of the Travel Agency are the basis for calculating the compensation fee. The fee is calculated on the total amount of the cost of travel service. The basis for the calculation will be the following scale:

- Holidays, skiing:

for cancellation up to 30 days prior to the use of the service the tourist agency retains 10% of the price of the service/at least 100,00 kuna, for cancellation from 29 to 22 days before service 30%, for cancellation from 21 to 15 days prior to service 40%, for cancellation from 14 to 8 days before service 80%, for cancellation from 7 to 0 and after service commences 100% service fee

- European trips, long and business trips, foreign language courses:

For cancellation up to 30 days before the start of service 25%, 29 to 15 days before service 80%, 14 to 0 days prior to service and after commencement of service 100% service fee or full amount of caps

- Cruises:

for cruises MSC and Costa Crociere will be calculated according to the following scale:

for cancellation up to 90 days before departure 15%, 89 to 45 days before departure 25%, 44 to 28 days before departure 40%, 27 to 20 days before departure 60%, 19 to 14 days before departure 75%, 13 to 10 days before departure 80%, 9 to 0 days before departure and after departure 100% service fee or full amount of caps.

When contracting cruises with other shipping companies, special conditions apply to the reimbursement of travel cancellation costs in accordance with the General Terms of the Shipowners

- Airplane travel - according to airline company conditions

- Excursions:

up to 8 days before departure 10%, 7 to 4 days before departure 50%, 4 to 2 days before departure 80%, 2 to 0 days before departure and after departure 100%

- Transfers:

-for cancellation up to 50 days prior to departure the tourist agency retains 10% of the price and minimum 500,00 kn

-for cancellations from 49 to 30 days before departure the tourist agency retains 30% of the price

-for cancellation from 29 to 15 days before departure the tourist agency retains 50% of the price

-for cancellation from 14 to 8 days before departure the tourist agency retains 80% of the price

-for cancellation up to 7 days prior to departure, if the client does not appear on departure or cancel the transfer after departure, the travel agency retains 100% of the price

When passenger sign the Contract of a package travel, he / she has the right to terminate the contract prior to the start of the package without paying any compensation for the termination of the contract in the event of a non-avoidable extraordinary occurrence that occurred at or near his or her destination. If the package travel contract is signed outside the branch office, the passenger has the right, within 14 days after the conclusion of the contract, to cancel the contract without saying reasons.

If a passenger does not show up or cancel a trip after his / her departure, the Travel Agency shall retain the entire amount charged for the reimbursement of expenses. In case of cancellation the passenger is not entitled to compensation for any costs of visas, insurance, vaccination etc. When the Tourist Agency's expenses are higher than those listed above, the Tourist Agency reserves the right to reimburse the amount of the incurred costs. The mentioned cancellation costs also apply to changes in the date of departure or accommodation, as well as any other significant changes. If a passenger finds another passenger who meets all conditions before commencing a travel service and if he/she has notified the travel agency within a reasonable time, travel agency will charge the actual costs caused by this transfer.

If the passenger interrupts the started trip due to infection with Covid-19 virus that occurred during the trip, the travel agency is not responsible for reimbursing the cost of the unused part of the trip. If the traveler finds himself in objective difficulties, the travel agency will provide him with appropriate assistance as soon as possible in the form of information on health services, consular assistance and competent local authorities at the destination.

If a passenger, when applying for a package arrangement, foresees that he would have to cancel the voyage due to unforeseen obstacles, and to avoid the abandonment costs referred to in this point, then he/she can pay off the cancellation insurance. Travel insurance is charged at the first payment or when the contract is concluded. The secured case is covered only if the payment of the services is fully affected. The insurance premium is calculated according to the price list and general conditions of the insurance company.

8. OBLIGATIONS OF THE TOURIST AGENCY

The travel agency is obliged to publish the terms, content and price of each service, adhere to these terms, content and prices and to issue the account for each service performed.

The travel agency is obliged to provide all the contracted services for a particular trip and to give an answer to the possible non-execution of the service or part of the service.

The travel agency should take care of the implementation of services as well as the choice of service providers with the care of a good specialist and to take care of the rights and interests of passengers in accordance with the rules of the profession and the customs in tourism.

The travel agency is obliged to provide the passenger with pre-contractual information / travel program (s) and these general terms in written or electronic form, provide all the aforesaid services, acquaint him with sources of information on the country to which he travels, basic border, visa and health formalities in respect of travel and the opinion of the Ministry of Foreign Affairs and European Affairs of the

Republic of Croatia on the degree of travel risk to the chosen country. If a package service or related travel arrangement is provided, travel agency will provide the passenger with pre-contractual information and standard information on the prescribed form.

The travel agency will help disabled passenger especially in providing adequate information on health services, local authorities and consular assistance, and in establishing remote communication and eventual finding of alternative travel arrangements.

9. PASSENGER OBLIGATIONS

The passenger shall:

- have valid travel documents. Costs of loss or theft of documents and the consequences of loss or theft during travel are borne by the passenger,
- obtaining a visa, the agency is not responsible for obtaining the same and in case of cancellation of the trip due to visa waiver - the agency assumes no responsibility and will calculate the passenger a cancellation fee in accordance with Article 7 of these General Terms,
- vaccinate and possess certificates and vaccination documents for travel to countries that are required under the World Health Organization regulations. In this case, the passenger will submit a medical certificate. Failure to comply with these documents and / or the inaccuracy of travel documents leading to the abandonment of the travel or the inability to continue the journey shall not be binding on the Travel Agency and a fee for termination under item 7 of these General Terms,
- respect the customs and foreign currency regulations of the Republic of Croatia, as well as the countries in which they travel,
- abide by the rules of house in catering and accommodation facilities and cooperate with service providers in good faith,
- observe the instructions and cooperate with the travel manager or representative of the travel agency,
- at the beginning of the travel must show the representative of travel agency, document where are stated paid services (certificate, contract, voucher, ticket, acknowledgment of payment, copy of the offense)

In cases of non-compliance with these obligations, the passenger is liable for any damages.

10. LUGGAGE

When traveling by air, a passenger has the right to free luggage transport if provided for by the air carrier. Any luggage costs are paid by the passenger in accordance with the applicable air carrier prices. If you are traveling by bus, you are entitled to free 1 piece of luggage and ski or snowboard. Duty of a passenger is to take care of the personal belongings entered the bus booth and to take them with each exit from the bus. Travel agency is not responsible for destroyed or stolen luggage or valuables in the accommodation facility (safes are recommended). Application for damaged or alien luggage passenger has to send to the carrier or the responsible person in the accommodation facility, depending on where damage or loss occurred.

Transfer of pets is not allowed. Only in exceptional cases upon request and at an additional cost. The travel agency cannot guarantee the fulfilment of such request.

11. PASSENGER INSURANCE

In accordance with the Act on the Provision of Tourism Services, travel agency is obliged to offer to the passenger accident insurance, baggage damage and loss, voluntary health insurance during travel and stay abroad, travel cancellation insurance and insurance the costs of assistance and the return of the passenger to the starting point in the event of an accident and illness, and acquainted with the content of the General Conditions of Insurance and Information in the case of a passenger requesting such insurance they can be contracted directly at one of the insurers or in the Tourist Agency, as an intermediary.

By signing the Travel Contract, which forms an integral part of these General Terms and Conditions, the passenger confirms that he/she has been offered travel insurance and is acquainted with the content of the valid liability insurance contract that travel agency causes for failure to fulfil, partial fulfilment or unsatisfactory fulfilment of the travel package, which travel agency has concluded with Euroherc osiguranje d.d., OIB 22694857747, Ulica grada Vukovara 282 - 10000 Zagreb, Tel: +385 (0)1 6004 209, Fax: +385 (0)1 6004 920, E-mail: zg@euroherc.hr

12. ROAD TRANSPORT CONDITIONS

The conditions of carriage of passengers and luggage in road transport are defined by the road carrier and the passenger is obliged to abide by them. Carrier Conditions Autotrans d.d. were published at www.arriva.com.hr

13. AIR TRANSPORT GENERAL RULES

With the terms and conditions that apply to the travel, the passenger will be familiar before the purchase of airline tickets. The published prices of airline and airport taxes are subject of change. Airplane ticket is purchased when a passenger receives booking confirmation and electronic ticket.

An electronic ticket is a contract between airline companies and passengers and travel agency acts as a sales agent. The air passenger and luggage requirements are defined by the airline and the passenger must comply with them. Airline tickets are not transferable to other persons, no change in name and surname is possible and the passenger or person who purchases the ticket must provide travel agency accurate information. If the passenger's information on the airline ticket is incorrect and the passenger is in a situation that for the above reasons is not entitled to the flight, travel agency is not responsible for the incurred damages.

Travel agency mediates the sale of the airline company and is not responsible for the performance of air carrier services. If the flight is cancelled, the air carrier will inform the passenger by e-mail and inform him of the alternative air carrier's offer.

If a passenger has a complaint about delay or cancellation of flight or for any other reason, he/she must contact the airline company directly. Travel agency is not authorized to handle the objections in the name of the air carrier and complaint will not be taken into consideration by the air carrier if it is received by travel agency.

Travel agency for intermediation services charges ticket service fee (TSC). The fee will be charged for every issued airline ticket and all changes made at this ticket, according to the current price list of the travel agency. The fee is non-refundable.

14. CUSTOMER COMPLAINTS

If the contracted services are incomplete or poorly executed, a passenger may file a written complaint. Each passenger - Contract holder, submits the complaint separately. Travel agency will not receive group complaint proceedings.

Customer complaints procedure:

- Immediately at the place of the service, passenger is obliged to complaint on site where the inadequate service is handled to the representative of travel agency, and if there is no such thing, at the service provider. The passenger is obliged to cooperate with the representative of travel agency and the Service Provider in good faith to remove the causes of the complaint. If passenger does not accept the solicitation of the objection that corresponds to the paid service, travel agency shall not accept the subsequent passenger's claim and shall reject the same as unfounded;

- if the cause of the complaint has not been remedied at the place of service, passenger the representative of travel agency or service provider draws up a written confirmation thereof, and one signed copy is retained by the passenger and one copy for the purposes of the travel agency.

- no later than 8 days after the return from journey, passenger submits a written complaint to the travel agency at the following address: Autotrans d.d. travel agency, Šetalište 20. travnja 18, 51557 Cres or by fax 051 337 209 or by e-mail: reklamacije@arriva.com.hr Written and / or oral objections may be filed in the offices of travel agency. Only a fully documented complaint received within the deadline will be received in the process and signed by the authorized person from the previous item of this item with possible attachments (extra cost charges, etc.)

- Travel agency will respond in written form to such a complaint within 15 days upon receipt. Travel agency will only address those complaints that the cause could not address in the place of service.

A passenger who is not satisfied with the response of travel agency to his objection can turn to the Centre for Conciliation at the Croatian Chamber of Commerce, Zagreb, Roosevelt Square 2, mirenje@hgk.hr to initiate the alternative dispute resolution procedure and resolve the dispute by agreement otherwise the court's jurisdiction is Rijeka. In both cases, Croatian law and legal rules apply.

The competent authority for the official supervision of travel agency is State Inspectorate - Independent Department of Tourism Inspection, Šubićeva 29, 10 000 Zagreb.

15. PRIVACY PROTECTION

Travel agency will collect and process only personal data of the passenger necessary for the realization of the journey and will keep it as a business secret and everything that he/she has learned about the passenger and without his consent, except in legally prescribed cases, will not inform anyone about passenger's address, place and time of travel, stay, paid price as well as the names of travel companions.

All personal information about passengers is kept and available only to employees of travel agency whose data is necessary for doing business and is processed in accordance with the Declaration on the Protection of Personal Data of the travel agency published at www.arrivatravel.hr

16. PROTECTION IN CASE OF INSOLVENCY

In accordance with the applicable Act on Provision of Tourism Services in the event of Invalidity or Bankruptcy of travel agency, passengers booked on package travel arrangements as well as persons who have paid for travel package should contact the insurer with which travel agency have a contracted insurance policy of responsibility.

The insurer's information is provided on the contractual information for package deals and related travel arrangements, as well as on each individual package travel agreement, as well as the number of insurance policies and the contact of the insurer.

The travel agreement in the package arrangement is also a Bond certificate and allows passenger immediate exercise of the right to compensation for material damage.

17. FINAL PROVISIONS

These general terms and conditions for the passenger services are integral part of the Contract / Agreement which the passenger agreed into with travel agency or travel agency authorized to sell his programs. Possible deviations from these general conditions must be stated in the text of the pre-contractual information / travel program and delivered to the passenger under the contract or in the contract itself. By signing the contract, the passenger accepts in full the pre-contractual information / travel program and these general terms of travel. Upon the entry into force of these general terms, all previous editions shall be valid.

Rijeka, June 1, 2020.