

GENERAL TERMS AND CONDITIONS

1. General Terms

These General Terms and Conditions are a component part of the Agreement concluded between A.T.I. d.o.o., Zadarska 15, 52100 Pula (hereinafter: the Agency) and the travel contractor (passenger or legal representative of passengers, hereinafter: the Traveler). All data and terms in these General Terms and Conditions shall be binding on the Agency and the Traveler unless otherwise specified in the Agreement. The Agreement is considered binding from the day the Agency receives it signed by the Traveler. The Agreement is not considered concluded if the Traveler pays in full or part of the price of travel, without the Agreement is being submitted to the Agency.

2. Offers

The Agency provides a service according to the information published and valid at the time of the reservation confirmation and according to the description and travel period in accordance with the confirmed reservation, except in case of force majeure (eg war, disorder, strikes, terrorist actions, sanitary disorders, elemental disasters etc.).

3. Reservations and payment

Inquiries and reservations can be made via e-mail and by telephone, in writing or in person at the Agency's branch office. By confirming a reservation, the Traveler confirms that he/she is aware of these General Terms and Conditions and that he/she fully comprehends and accepts. The Agency provides the Traveler with the appropriate promotional material in printed or electronic form, provide him all relevant travel information, provides or points out the General Terms and Conditions which are an integral part of the Agreement and offers a travel insurance package.

The Traveler is obligated to provide any information required for the reservation process. A deposit is required for the reservation, depending on the chosen payment method and the remainder of the amount according to the terms that the Traveler is informed with when confirming the reservation.

In case that the Traveler does not pay the rest of the amount within the agreed deadline, the Agency reserves the right to cancel the reservation with prior notice to the Traveler.

All bank and other costs are covered entirely by the client.

4. Rates

The price of the service includes the basic service as described in the Offer. Optional additional services are those services which are not included in the base price of the service and therefore the Traveler specifically pays them. These services must be requested during reservation process.

The Agency reserves the right to change the published rates and the Agency is obligated to inform the Traveller of these changes. All involved parties accept that the Agency reserves the right to increase the rates no later than 20 days prior to the beginning of the service if the following occurred after the reservation confirmation: changes in the foreign exchange rate, tax rates, increasing the

cost of transport, including fuel costs or increasing fees for certain services (air and other ports, etc.) that affect the price of travel, which the Agency did not know or couldn't know.

The Traveler has the right to cancel his/her reservation if the price of the reservation increases for more than 8%. In that case, Traveler is entitled to a refund without any additional compensation for the termination of the Agreement.

5. Categorization and service description

The offered accommodation units are described in accordance with the official categorization of the proper authority. The standards of accommodation, food, services and other in some places and countries are not subject to comparison.

6. Obligations of the Agency

The Agency is responsible for providing services as well as selecting the service provider while taking into consideration the rights and interests of Travelers in accordance with the traditions of the tourism industry. The Agency will fulfil all the abovementioned obligations as described, except in circumstances beyond its control, ie in case of force majeure.

7. Obligations of the Traveler

The Traveler is obligated to:

- have valid travel documentation
- respect and abide by all customs and foreign exchange regulations of the destination country
- respect and abide by all laws and other regulations of the Republic of Croatia as well as other countries through which he/she passes through or resides in. In the event the Traveler is unable to continue the trip as a result of being in direct violation of these regulations, the Traveler is responsible for all related expenses.
- have confirmation and documentation for vaccination against diseases as required by certain countries
- abide by house rules of the accommodation unit as well as cooperate with the service provider in a well-intentioned manner
- enquire whether or not he/she requires a visa for the destination country as well as neighboring countries

If the Traveler does not follow these regulations, he/she will be held responsible for any expenses or damages. By confirming a reservation, the Traveler is obligated to pay to the service provider on the spot for any potential damages he/she may have caused.

8. The Traveler's right to changes and cancellations

In the event the Traveler wishes to change or cancel a confirmed reservation he/she must do so in writing (via e-mail, regular post or fax) at least 30 days prior to the beginning date of the service.

If a reservation change is not possible and the Traveler therefore cancels the confirmed reservation, the Cancellation terms stated below will apply.

In the event that the Traveler should request to cancel the confirmed reservation, the date on which the written cancellation is received will represent the basis for the cost calculation and cancellation charges are as follows:

- for a reservation cancelled up to 30 days prior to the beginning date of the service 15% of the total amount of the reservation will be charged
- for a reservation cancelled from 29 to 22 days prior to the beginning date of the service 30% of the total amount of the reservation will be charged
- for a reservation cancelled from 21 to 15 days prior to the beginning date of the service 40% of the total amount of the reservation will be charged
- for a reservation cancelled from 14 to 8 days prior to the beginning date of the service 80% of the total amount of the reservation will be charged
- for a reservation cancelled from 7 to 0 days prior to the beginning date of the service 100% of the total amount of the reservation will be charged
- for a cancelled reservation following departure or failure of the Traveler to show up, 100% of the total amount of the reservation will be charged

When travel expenses are actually higher than those listed above, the Agency reserves the right to charge the actual costs incurred.

If the Traveler is entitled to partial refund of the paid amount under the terms of the cancellation, the Agency is obliged to make a refund within 14 days.

9. Cancellation insurance

Should the Traveller, during the reservation process suspect that due to certain reasons he might cancel his trip the agency recommends purchase of cancellation insurance. Cancellation insurance cannot be paid for after the reservation has been made, only during the application process. Insurance premiums are calculated according to the value of the trip and according to the rates of the insurance company. Cancellation insurance is only valid in the following situations and confirmation must be provided in writing:

- illness
- accidents
- natural disasters
- death
- military service/recruitment

If the Traveler has no cancellation insurance and is unable to travel and possesses written confirmation for one of the above mentioned situations the Agency reserves the right to refund the Traveler according to the cancellation terms listed in Article 8 of this General Terms and Conditions. In the event of a reservation being cancelled, visa application costs are non-refundable even if the Traveler has cancellation insurance. If the Traveler has a cancellation insurance policy, the Traveler must file all claims with the insurance company which issued the policy, while the Agency is obligated to provide all necessary documentation relating to the claim and the reservation in question.

10. Travel insurance

The cost of the trip does not include the travel insurance "package": insurance against accidents and illnesses that may occur during the trip, damage or loss of luggage, voluntary health insurance or return of passengers to the starting point in case of accident and illness. Should the Traveler request additional insurance, arrangements can be made directly with the insurance company or by the Agency itself wherein the Agency acts only as a mediator.

11. Luggage/baggage

Air luggage transportation is free of charge provided that it is within the permitted weight requirements of the airline. Any additional luggage will be charged according to the going rates of the airline. When traveling by bus each traveler is permitted 2 pieces of personal luggage. Each traveler is responsible for property transported by bus and is also responsible for baggage and luggage when leaving the bus. In turn, the Traveler is responsible for lost, damaged and/or stolen property left on the bus unsupervised.

The Agency is not responsible for destroyed, damaged or lost luggage, nor for stolen luggage or valuables. Lost or stolen property is to be reported to the accommodation service provider or to the relevant police station.

12. The Agency's right to changes and cancellations

The Agency reserves the right to make changes of reservations in the event of circumstances which cannot be predicted, avoided or eliminated. Reserved services can be changed with the prior notification to the Traveler.

The Agency reserves the right to cancel the reservation if the number of persons which made reservation is smaller than the minimum number of persons required for the realization of the trip according to the offer.

The Agency reserves the right to cancel the reservation with the prior notice to the Traveler at least:

- 20 days prior to the start of travel for a journey lasting more than 6 days,
- 7 days prior to the start of travel for a journey lasting of 2 to 6 days,
- 48 hours prior to the start of travel for a journey lasting for less than 2 days

and guarantees a full refund of the paid amount, and the Traveler is not entitled to any compensation from the Agency. The Agency is only obligated to refund the amount paid to the Agency's account.

13. Handling/filing complaints

Each Traveller has a right to file a complaint if the paid service was not provided. Each traveler must file a complaint separately.

The Traveler is obligated to file a complaint on the day of his/her arrival at the location of the service provider and to inform the Agency by telephone at +385 (52) 223 400 or by e-mail: info@ati.hr. The traveler is obligated to cooperate with the service provider and the Agency in a well-intentioned manner so that the cause of the complaint can be resolved. Should the Traveler accept the proposed solution which corresponds with the service rendered on the spot, the Agency will not take additional complaints into consideration or respond to them.

If the problem is not resolved on the spot following an intervention, the Traveller is obligated to submit a written complaint along with supporting documents as well as any photographs to support the complaint to the agency by e-mail at info@ati.hr, by post mail or by fax at + 385 (52) 217 644 no later than 8 days after travel.

The Agency is obliged to make a written decision on the complaint within 15 days of receipt of the written complaint.

14. Personal information security

The Traveler provides personal information of his/her own free will. Personal information is required for processing requested services. The same information shall be used for inter-communication. The Agency is under obligation that the personal information of the Traveler will not be taken out of the country or given to a third party except for the purpose of carrying out requested services. The exception of passing on personal information to third parties refers to insurance policy. Should the Traveler request insurance, the personal information of the Traveler will be passed on to the insurance company. The personal information will be kept in the Agency's database. With the acceptance of these General Terms, the Traveller gives permission for his/her personal information to be used for promotional offers of the Agency.

15. Court jurisdiction

The Traveler and the Agency will aim to settle possible lawsuits and if an agreement cannot be reached the issue will become subject to the decision of competent court in Pula, under the authority of the laws of the Republic of Croatia.

16. Note

Traveler by confirming the reservation, paying a deposit or payment in full signifies that he/she fully comprehends and accepts the aforementioned terms.

These General Terms and Conditions override all former terms.

Pula, 01.07.2018.