



## General conditions for excursions

### General conditions

These General Conditions govern the mutual relations between the INVENIO TRAVEL, travel agency, Kralja Tomislava 95, 21220 Trogir, as a tour organizer or an authorized agent (hereinafter referred to as the Agency) and a passenger or a tour operator when a tour operator enters into a contract for the benefit of a third party as a passenger (hereinafter referred to as “the Traveler”) in connection with the organization of a trip.

The tour organizer is clearly indicated on the Certificate of Trip Purchase (card / account) as the responsible organizer (hereinafter: Tour organizer). If a tour operator or a direct service provider different from the Agency as the tour organizer, the Agency acts as an authorized intermediary. A travel agency is considered to be a travel agency for which a trip is payable.

### Buy a trip and pay

By a one-time payment of the excursion price, at the same time providing the necessary information to the Agency by e-mail, the Traveler concludes with the Agency an Excursion Agreement made out of the Excursion Certificate (card / account), excursion program and General Exercise Conditions with the acceptance of the terms contained in the mentioned documents. If the program does not specify otherwise, the Traveler is obliged to pay the excursion price 24 hours before the date of departure.

### Content of the excursion

The content of the excursion and its price are stated in the excursion program. Some special and additional services (transfers, extra meals, tickets, tips, etc.) that are not included in the published price of the excursion, and may be provided by the Agency and included in the Agreement, the Traveler shall in particular pay. If the price of any of the services requested that the Agency can provide is not specified in the program, the Agency will inform the Traveler of the cost prior to the conclusion of the Contract. For special and additional services that the Agency can not provide and include in the Agreement and / or those requested by the Traveler during the trip and pay on the spot with the immediate service provider, the Agency shall not be liable as the organizer of the excursion regardless of the assistance of the Agency’s representative provide the Traveler with the provision of these services and information on the pricing of these services.

The Agency may provide for and request from the Traveler that certain services to be used abroad shall be paid on the spot in the currency of the country in which it is located or to pay in advance the taxes, fees or tickets specified by the special regulations charged by the Agency on behalf of another person and the amount of which can not be affected, but is necessary for the realization of a service or excursion. For Services Paying on the Site The Traveler submits any objection directly to the Service Provider The Agency shall inform the Traveler in due time of the existence, amount of amounts as well as any changes in the charging regime of such charges.

### Categorization and description of services

Restaurants, transport facilities and other services offered are described according to the official category of the local tourist organization or other competent authority at the time of the program. Food, transportation and other services in some places and countries are different and not comparable. The Agency assumes no responsibility for any oral or written information that is inconsistent with the description of the Travel Service and the General Terms and Conditions applicable to the said travel, which information is received by the Traveler from the sales staff, by telephone, in writing from the unauthorized person or otherwise.

### Promotional materials and notices

The organizer shall not be liable for possible errors in the press nor for any subsequent changes in the new releases of promotional materials and programs that have distracted the Traveler prior to the conclusion of the Contract. Pursuant to the regulations, point-of-sale workers are obliged to make available to the Traveler any promotional material and general terms of excursion in written or electronic form, notification of basic border formalities and other formalities regarding travel and stay in the destination, as well as the time required to fulfill those formalities. Notices received by the Traveler at the place of registration do not oblige the Agency to a greater extent than the notifications and information provided in the excursion program itself.

### Itinerer

The itinerary program equally binds the Traveler and the Agency. Time of departure specified in the excursion program Passenger must comply with the instructions and information provided by the Agency representative, ie tourist escorts or guides, regarding the realization of the itinerary. If the Traveler is disconnected from the group prior to receiving the appropriate notice of the time and place of the reunion of the group and the continuation of the journey, the costs and any damage that may be suffered cannot be charged to the Agency. The Agency reserves the right to continue the journey and without the Passenger who does not appear in time at the point of

departure or continuation of the journey, and the Passenger's unavailability shall be deemed to be the cancellation of the excursion. The Agency shall not be held liable if any activities and facilities that depend on weather and natural occurrences may not be carried out in accordance with the Travel Program or the Traveler's expectations. In addition, the Agency is not responsible for any inconvenience due to weather conditions (turbulent sea, heavy rainfall, etc.) to the inability to carry out all the contents according to the excursion program, to the change in the order or duration of certain contents.

### Trip Prices

The excursion prices are published in the excursion program and are valid from the date of the program. The Agency reserves the right to change the price no later than 7 days before the start of the trip if there are any changes in the applicable tax regulations, currency exchange rate changes, increased transportation costs, including fuel costs or increased fees for certain services (air and other ports etc .) that affect the price of the excursion. In the case of a smaller number of persons reporting than the required minimum for the program indicated in the program, the Agency may propose a change of price or cancel the excursion with the refund of the paid amount of the excursion price. The increase in the price is calculated in the same percentage as the changes in the calculation elements mentioned above. In case of an increase in the price, the Traveler has the right to terminate the excursion contract, and in that case the Traveler is entitled to a refund of the then paid price without the right to compensation for damage and any costs of insurance and similar expenses.

### Changes to the program and cancellation of the excursion

The Agency shall inform the Traveler without delay of any change to the excursion program. The Agency may cancel the excursion or make changes to the program at any time, prior to the commencement or during the trip, of exceptional circumstances that cannot be prevented, avoided or eliminated (war, disorder, strike, terrorist action, sanitary disorders, sudden and unusual traffic stoppages, government intervention, sudden changes in timetables, delays in aircraft and other means of transport, weather incidents etc.) which would have been justified by the reason for the Agency's failure to conclude at the time of the conclusion of the Agreement excursion contract. In particular, the Agency reserves the right to change the day and hour of departure due to a change in the timetable or occurrence of the above mentioned circumstances, as well as the right to change the direction of travel due to changed circumstances, without compensation for the Traveler and the applicable travel regulations. The Agency shall not be liable for delays in the aircraft, ship or train as well as for changes to the program and the costs incurred due to such delays. The Agency reserves the right to cancel the excursion in whole or in part if it does not conclude excursion contracts for the minimum number of Travelers specified

in the program. In these cases, the Traveler is entitled to a refund of the price paid up to then, without the right to compensation for damages and any costs of insurance and similar expenses.

In the case of cancellation, the Agency may offer to the Traveler the second day of departure or other excursion. The Traveler shall without delay have to indicate whether he accepts or refuses the modified or alternate excursion. If the Traveler refuses to make changes and replaces or does not agree with the Agency's offer, then the Contract is terminated and the Traveler is entitled to a refund of the then paid price without the right to compensation and any costs of insurance and similar charges.

In case of accepting an amended contract or substitute excursion, the Traveler has no claims against the travel organizer or agent on any legal basis except the right to refund the part of the price if the replacement trip has a lower price.

### Travel Fee

## TERMS & CONDITIONS

### DEPOSIT:

30% deposit is required for all bookings upon confirmation to secure your booking, otherwise your reservation may be automatically cancelled.

Any deposits from you are non-refundable. Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the INVENIO TRAVEL Agency. We will advise you of the date that full payment is required.

### FINAL PAYMENT:

Final Payment – will be required 21 days before arrival. Certain products may have different payment requirements and these will either be stated in the brochure or advised at time of booking.

### CANCELLATION POLICY:

If you cancel your booking you may incur a cancellation charge. The amount of this charge will vary depending on when the cancellation is made and the terms and conditions of the supplier of travel services or product.

Cancellations must be made by the passenger in writing to Invenio Travel prior to the tour departure to be confirmed as cancelled. Cancellations within the balance payment period (21-0 days prior to departure) are as follows:

0-7 days prior to departure, deposit and balance payment to be retained by INVENIO TRAVEL

7-14 days prior to departure, deposit to be retained by INVENIO TRAVEL

Balance payment will be refunded in amount of 50%

14- 21 days or more prior to departure, deposit to be retained by INVENIO TRAVEL

Balance payment will be fully refunded.

### Responsibility for personal documents and personal safety of passengers

The traveler is obliged to have a Travel Card Certificate, a valid travel document if traveling abroad, and to ensure that he / she personally, his / her documents, luggage and belongings meet the conditions specified by the carrier and those envisaged at the border, customs, health and other regulations of his country as well as the state through which or in which he travels, and the Agency is not responsible for decisions of the official persons who deny the Passenger the transport, refuses to issue the visa or does not permit entry to the country or for the costs incurred for that purpose. If due to above reasons the cancellation of the trip before or during the trip occurs, the Agency reserves the right to collect the damage compensation as defined in these General Terms and Conditions. In addition to the travel program, the Traveler is obliged to abide by the rules of the hotel in the hospitality and transportation facilities and cooperate with the representative of the Agency and the service providers in good faith. In the event of non-compliance with these obligations, the Agency shall not be liable for any damages incurred and the Traveler shall be paid at the place of the event. The traveler is obliged to observe the rules of personal safety during the trip, which would be used by every average person. The Agency shall not be liable for any Passenger's actions relating to his / her personal responsibility. Costs of loss or theft of documents during the trip are borne by the Traveler. Provided that this does not affect the realization of the excursion program and does not create an additional cost to the Agency, the Agency's representative (Tourist Companion or Guide) will provide personal assistance to the Traveler in formalities related to contacts with local authorities, Croatian diplomatic consular missions, healthcare institutions and the like. In all other cases, the Traveler shall be liable for such formalities at his or her own expense. Should the Traveler not be able to continue the trip by program, the Agency will consider the cancellation of the trip as a result of such formalities. Costs and any damages that a Traveler may suffer on this basis cannot charge the Agency. The traveler is obliged to inform the Agency in due time of all facts regarding his / her health, habits, etc. that could endanger the trip (health problems requiring special nutrition, chronic illnesses, allergies etc.).

## Passenger Replacement

If the Traveler is prevented from commencing a voyage, he may designate a third party as a substitute passenger to use the services contracted instead and shall promptly notify the Agency in writing. The Agency will accept a third person named as a replacement passenger if it is timely notified if a third party meets all the conditions for a trip if there are no statutory or other prescribed obstacles preventing the replacement of passengers and if it is possible to make a reservation change. Before the commencement of a trip, the replacement traveler or Traveler is obliged to compensate the Agency for any additional costs caused by the replacement of the passenger.

## Luggage

The Agency is not responsible for the carriage of luggage, nor is it responsible for lost or lost luggage, nor for theft of luggage or valuables in the means of transport. Losses for lost luggage the traveler sends the carrier or accommodation to the accommodation. Special luggage (bicycle, surf board, golf equipment, musical instruments and similar items) the traveler is required to announce prior to the conclusion of the Contract and may be subject to a surcharge. If possible, the Agency will try to meet the pre-announced Passenger's Special Request for a Special Bag but cannot guarantee the fulfillment of such a request. The carrier is entitled to not receive additional and special luggage due to capacity limitation. The Agency is not responsible for any costs or damages that the Traveler is liable for. The passenger is obliged to take care of his belongings in the passenger carriage of the means of transport (bus, boat, van, vehicle, etc.) and must take them with him when leaving the vehicle. Otherwise, the Traveler is liable for theft, loss or damage of the items left in the carriage of the means of transport without their supervision. Pets are not allowed except in exceptional cases upon request and at an additional cost. The Agency cannot guarantee the fulfillment of such an application.

## Complaints

If a Traveler objects to the excursion for a non-fulfillment or a failed fulfillment of a contracted service, he / she shall abide by the tour operator's / service provider's instructions and cooperate with the tour operator's representative to remove the cause of the complaint from the place of service.

In the event of non-fulfillment or improper fulfillment of the services of a contracted excursion organized by Agency traveler, may initiate a complaint procedure prescribed by these General Terms and Conditions in order to remove the detected irregularities. Immediately after the perceived failure at the point of delivery of the service, the Traveler is obliged to lodge a

complaint for inadequate service to the person who provided the service in the presence of the Agency's representative. The traveler is obligated to cooperate with the representative of the Agency and the service provider in good faith in order to remove the causes of the complaint. If the Traveler does not accept the solicitation of a complaint that is in conformity with the contracted service offered at the place itself, the Agency shall not be required to accept the subsequent Traveler's objection. Upon returning from the trip no later than 8 days, the Traveler submits a written objection to the place of sale to which he has paid for the excursion. The traveler is obliged to state the complaint to explain and present. The Agency will only deal with fully documented complaints received within the above-mentioned time period of 8 days and make a written decision on the Traveler's complaint within 15 days of receipt of the complaint from the point of sale. The Agency may postpone the deadline for solving the complaint for another 15 days for the purpose of collecting information and verifying the complaint of the service provider. Until the Agency makes a decision and within a maximum of 30 days of the written complaint, the Traveler shall waive the mediation of any other institution or judicial institution and shall waive the provision of information to the public and the media. Likewise, in the stated period of 30 days the Traveler is waived on the lawsuit. A reasonable reduction in the cost per complaint may reach the amount of the unused portion of the service, and compensation for damage caused by non-fulfillment, partial fulfillment or improper fulfillment of the obligation is limited to the amount of the excursion price. This excludes the Traveler's right to compensation for actual damage.

Each customer complaint is submitted separately. The organizer reserves the right to reject group complaints, complaints that are not received within the deadline, and those found to cause the cause to be removed at the place of service, and the passenger did not cooperate with the organizer's representative.

#### Excursion organized by other organizers / tour operators

For all excursions where the Agency's main organizer applies these General Terms, except where the Agency is an intermediary or not the main organizer of the excursion. Such excursions will be specifically marked and the general conditions of the responsible organizer are applied to them and the Agency is not responsible for the excursion of other organizers.

#### Final Provisions

This edition of the General Terms excludes all previous releases. Possible / anticipated deviations from these General Terms and Conditions must be listed in the excursion texts text.

By purchasing a trip, a Passenger who is a parent of a minor child – a traveler confirms that another parent is familiar and explicitly in agreement with the Excursion Agreement, for what is material and criminal.

By purchasing a trip, the Traveler shall voluntarily make available personal information to the tour organizer and allow it to be used for the purpose of carrying out the excursions and protecting the interests of the Traveler in all matters relating to the contracted excursion / service. The same includes the forwarding of personal data to third parties in the country and abroad necessary for the realization of a contracted excursion / service. Personal data may also be used for further mutual communication and delivery of the Marketing Message of the Agency. The Agency undertakes to keep the personal data in the database according to the Agency's decision on the manner of collecting, processing and keeping personal data.

By purchasing the trip, the Traveler confirms:

Before the conclusion of the contract, the tour organizer has made available appropriate notice of basic border, visa and health formalities regarding travel and stay in the destination, as well as the time required to fulfill those formalities.

Offering and recommending accident and accident insurance, baggage damage and loss, voluntary health insurance during travel and stay abroad, travel cancellation insurance and insurance to cover travel and return costs to the place of departure in the case of an accident and illness, and to be familiar with the insurance content. In the event that a traveler requests such insurance, they may be directly contracted with one of the insurers or with the Agency as an insurance broker.

By buying a trip it is considered that Travelers have been offered and recommended the aforementioned travel insurance.

Parties undertake to resolve any disputable cases by agreement. If this is not possible, in the case of a dispute the court in Trogir is competent and Croatian law applies.

In Trogir, February 17th, 2020.

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