

## GENERAL TERMS AND CONDITIONS

### 1. Introductory note

These General Terms and Conditions (GTC) represent an integral part of the CONTRACT between AURA RUSTICA, with registered seat at:

**HR-49245 GORNJA STUBICA, SAMCI 62, REPUBLIC OF CROATIA,**

**VAT ID No. 86147185595,**

**IDENTIFICATION CODE HR-AB-49-080802376(AGENCY),**

**IBAN HR5323400091110693798 (at Privredna banka Zagreb)**

on the one hand, and the CLIENT on the other hand. These GTC apply exclusively. No supplementary agreements have been made and we do not recognize any CLIENT conditions that are contrary to these GTC, unless we have expressly agreed to such conditions in writing.

### 2. Booking & Deposit

When more than one person is traveling in the same group, the AGENCY will conduct negotiations with only one member of the group (GROUP REPRESENTATIVE). GROUP REPRESENTATIVE is chosen by the rest of the CLIENTS as their representative in the negotiations with the AGENCY and is the only CLIENT that can demand changes in the program or confirm additional expenses. The GROUP REPRESENTATIVE will be considered as the CLIENT in charge of concluding the booking process as well as making the payments which are needed to confirm the booking. The CLIENT may book a tour by placing a BOOKING ORDER in AURA RUSTICA offices, on the AURA RUSTICA web site, by phone, by fax, by email or by other means of communication. After processing the CLIENT'S booking order, the AGENCY shall issue a written OFFER for the tour and a CONTRACT, communicating it to the CLIENT through the CLIENT'S preferred method of written communication. The acceptance of the Offer by the CLIENT shall become final and legally binding upon either the signing of the Contract or making a partial deposit payment (30% of the price of the package per person) or in full (if the booking is made within 4 weeks before the departure). By doing so, the CLIENT recognizes to have carefully studied, understood and accepted all the GTC. Once the AGENCY has received and processed your booking and the payments required to confirm it, the AGENCY will issue a booking confirmation, as well as a prepayment invoice for the amount paid (the final invoice shall be issued upon the completion of all services on the tour

contracted between the CLIENT and the AGENCY). The booking confirmation will also include the early payment price guarantee date (section 7). The AGENCY reserves the right to decline or fail to process the booking order, in which case the CLIENT shall be informed in writing without delay. The deposit shall be refunded in full if the AGENCY declines the booking order. In case of cancellation of the accepted booking by the CLIENT, the provisions from section 8 shall apply.

### **3. Payment**

Payment details are agreed upon in the Contract. Payment for the services agreed upon in the Contract may be done by the GROUP REPRESENTATIVE, by money wire to the AGENCY's IBAN or in other ways that may be stipulated per Contract. In case of bank transfer payment, the bank costs shall be paid by the CLIENT. Some differences between the exchange rates in the US\$, EUR and Croatian Kuna are possible, and the CLIENT accepts the PRIVREDNA BANKA d.d. exchange rate.

### **4. Invoice**

The final invoice shall be made out to the CLIENT'S name upon the completion of all the services included in the tour and the contract. The CLIENT will receive a PREPAYMENT INVOICE for the deposit payment as well as for all outstanding amounts. All outstanding amounts must be paid 2 weeks before departure. The precise date will be shown on the tour Offer and specified by the Contract.

### **5. Pricing**

Tour package prices are given PER PERSON, BASED ON DOUBLE OCCUPANCY (unless stated otherwise in the tour program). Package prices listed in the program include: transport services, hotel services on B&B basis (if not stated otherwise), travel arrangements, tickets for the facilities visited (if not stated otherwise), and guided tours (if not stated otherwise). The package price does not include the following (unless agreed otherwise and confirmed in writing): optional excursions and day trips, costs of obtaining visas (if any), airfare costs and airport fees, meals and drinks not mentioned in the program as included, gratuities and tips, room service and mini bar expenses, laundry service at the hotels, and WiFi expenses when charged by the accommodation facilities. All types of special services (special dietary requirements, single room accommodation, allergies, health requirements, accommodation of a category superior to the one proposed or published) must be required by the CLIENT at initial booking, as per Booking Order. If such

requests are made during the tour, the CLIENT shall pay the applicable price differences on site, either to the AGENCY's representative to whom the request is made during the tour or to another person stipulated by the AGENCY's representative. The AGENCY may decide to upgrade the CLIENT's accommodation without any surcharge for the CLIENT. The prices provided in the Offer or Contract are prices contracted between the AGENCY and local partners and service providers and as such and may not necessarily correspond to the prices stated on the spot, at the destination at which the CLIENT is staying. If not stipulated otherwise either in the Budget or in the Contract, no special discounts shall be applied to any member of the CLIENT's family or group travelling together. Child discounts shall be pointed out if applicable. AGENCY is not obliged to provide the breakdown of the costs included in the package.

#### **6. Price increase**

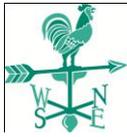
The AGENCY reserves the right to increase the contracted price in the case of: change of HRK/EUR exchange rate or HRK/USD exchange rate, change in transport costs (fuel, road toll), or change in facilities costs. The CLIENT shall be informed on the increase in writing, by an e-mail providing proof that the increase occurred after the Contract was signed. If the price increase is larger than 10%, the CLIENT may cancel the tour without any charges. If the CLIENT does not object to the increase within 48 hours after the written (e-mail) notice, the AGENCY shall consider that the CLIENT agrees with the changed price.

#### **7. Price guarantee**

In case the CLIENT decides to pay the full amount on the receipt of the booking confirmation, before the date stated on the booking confirmation as the early payment price guarantee deadline, the package price will be completely guaranteed by the AGENCY and there will be no further price increases.

#### **8. Cancellation policy**

Should one of the CLIENTS decide to cancel a booking once it was confirmed, AURA RUSTICA shall keep the following amounts from the full package price:



60 or more days before the journey	20% of the total price
59 – 40 days before the journey	30% of the total price
39 – 28 days before the journey	50% of the total price
27 – 5 days before the journey	75% of the total price
Less than 4 days	100% of the total price

In case of cancellation, the CLIENT (travelling alone) or GROUP REPRESENTATIVE (more than one person) must immediately advise us in writing by recorded delivery mail, e-mail or fax. The same cancellation fees shall apply for any change of the departure date, accommodation facility, room or apartment type, as well as any other major changes, when requested by the CLIENT. If the CLIENT should find another user for the same booking, the AGENCY shall charge only the immediate cost caused by the switch. The cost of obtaining the visa is non-refundable, regardless of the moment of cancellation. For any cancellation or shortening of the journey on behalf of the CLIENT that is due to bad weather conditions, the above cancellation fees shall apply. Any cancellation caused by the delay of public transport is beyond the responsibility of the AGENCY and the AGENCY shall not be held liable for any shortening or cancellation due to such circumstances. The CLIENT is entitled to the refund from the CLIENT's insurance company of the amount not reimbursed by the AGENCY, as per the above scale for the circumstances stipulated expressly by the insurance policy that the CLIENT contracted directly or through the AGENCY, which purchased the insurance policy on the CLIENT's behalf. All terms and conditions of reimbursement are contracted directly between the CLIENT and CLIENT's insurance company or by contracting the insurance policy on behalf of the CLIENT by the AGENCY. The AGENCY may not be held liable for any decline of reimbursement by the insurance company to the CLIENT directly or via AGENCY acting on behalf of the CLIENT. Should the CLIENT wish to rebook an alternative service instead of the cancelled one, it is at the discretion of the AGENCY to transfer some or all of the funds already paid by the CLIENT in favour of the alternative booking.

## **9. Trip cancellation insurance**

Purchasing trip cancellation insurance allows customers to receive a refund for a tour when a customer must cancel a tour for reasons covered by this insurance. Trip cancellation insurance is charged at Contract conclusion and cannot be paid subsequently. Circumstances covered by the

trip cancellation insurance are stated by the insurance company (Allianz or Croatia osiguranje) if the AGENCY is purchasing the trip cancellation insurance on behalf of the CLIENT. Other circumstances may be covered if the CLIENT purchases trip cancellation insurance policy directly from the insurance company. The Insurer shall indemnify travel cancellation costs if the trip in question is cancelled because of any of the following events affecting the Insured person himself/herself or any risk person:

- Death
- Sudden acute illness which requires urgent medical care
- Accident involving severe bodily injury
- Pregnancy disorders
- Vaccination intolerance which the Insured was obliged to take according to applicable legal regulations of the country of destination
- Losses of and/or damages to property caused by fire, natural disaster or deliberate criminal act of a third party
- Military exercise

If the CLIENT did not pay trip cancellation insurance, and he/she must cancel the tour due to the circumstances stated, AURA RUSTICA reserves the right of payment specified in Section 8.

#### **10. Changes and cancellation by the AGENCY**

AURA RUSTICA reserves the right to make full or partial changes to the program in the case that extraordinary circumstances that could not have been anticipated or avoided occur before the start of the tour. AURA RUSTICA reserves the right to change tour start date or time in case of: changed flight schedule, unfavourable safety conditions in the country, and unfavourable weather conditions. The AGENCY has no control over such events, and is therefore unable to accept responsibility for them. If the tour is cancelled by AURA RUSTICA, the CLIENT is entitled to the repayment of the full amount. Where we are obliged to change or end your journey after departure, but before the end of your journey, as a result of circumstances beyond our control that occur during the tour, the AGENCY will not pay compensation or reimburse the CLIENT for the expenses incurred. The CLIENT must have adequate travel insurance for the journey and should claim the compensation on the basis of the insurance policy contracted with the insurance company for any loss or damage to luggage and/or personal possessions.

### **11. Force Majeure**

The Company (AGENCY) accepts no responsibility for and shall not be liable in respect of loss or damage or changes caused by force majeure events such as strikes, riots, political unrest, war hostilities, or threat of war, terrorist activity, industrial disputes, fire, flood, natural or nuclear disaster, unfavourable weather conditions or similar events beyond our control.

### **12. Additional insurances**

Insurance from the consequences of accident and illness, insurance from the risk of damage and loss of baggage and voluntary health insurance of persons during traveling and staying abroad are not included in the tour prices, but the AGENCY can arrange for previously mentioned insurances to be added to the tour price. The AGENCY strongly recommends that the additional insurances be contracted before the tour in the interest of the CLIENT. Additional insurances can be contracted with the insurance company directly or through the AGENCY on behalf of the CLIENT. By signing the contract or paying the deposit for the tour, the CLIENT shall be deemed to have been offered and recommended additional insurances.

### **13. CLIENT responsibilities**

a) Any passports, visas, health certificates or other travel documentation required for the holiday must be obtained by the CLIENT(S), whose responsibility it is to ensure that these are in order and that they met any additional incurred costs (whether by the CLIENT(s) or by the AGENCY on behalf of the CLIENT(s) as a result of the failure to comply with such requirements).

b) The CLIENT(s) shall be responsible for checking and confirming the dates and times of flights shown on their airline tickets. The CLIENT(s) shall be responsible for checking-in at the correct time and presenting themselves to take up all pre-booked components of the holiday. The AGENCY cannot accept responsibility for CLIENTS missing flights as a result of late check-ins. No credit or refunds will be given for lost, mislaid or destroyed travel documents, or any unused services included in the holiday price.

c) The CLIENT shall be personally responsible for any damage he/she causes. Full payment for any such damage or loss (including lost keys) must be paid directly and immediately to the accommodation owner, manager, or other supplier.

d) All CLIENTS are expected to show consideration for other people and the laws of the country they are visiting. In case of the violation of the regulations by the CLIENT that lead to the termination of the tour, the AGENCY shall have no further responsibility toward such CLIENT(S), including in respect to any return travel arrangements. No refunds will be made and we shall not pay any expenses or costs incurred as a result of the termination. The AGENCY recommends that CLIENTS take out adequate travel, health and accident insurance as well as trip cancellation insurance.

#### **14. AGENCY responsibilities**

The AGENCY shall apply all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain appropriate standards. The descriptions, information and opinions given in our brochures, printed or electronic materials, or on the website of the AGENCY in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of compilation. The AGENCY has the responsibility to provide all the contracted services to the CLIENT. The AGENCY has the responsibility to provide answers in the case of potential failure to provide services stipulated in the contract. The AGENCY is responsible to fulfil all the services and obligations from the program, except in the event of force majeure or changes in circumstances. In such cases substitute solutions will be offered to the CLIENT if available by the AGENCY. The AGENCY is not obligated to provide services beyond these Terms and Conditions.

#### **15. Complaints**

The CLIENTs shall note his/her complaints in the book of complaints directly at the service provider's, who will endeavour to provide the agreed service, i.e. correct mistakes. If there is no improvement even after the complaint is noted, the customer should ask for a certificate from which it is evident that the service has not been provided, i.e. that it has not been provided in the stipulated manner. The CLIENT is to enclose the certificate to his/her written complaint. The CLIENT is to make a written complaint at the latest 8 days after the end of the journey. If the CLIENT makes a written complaint after the expiry of that term, the AGENCY is not obliged to take such a complaint into consideration and the CLIENT shall restrain from any negative reviews, negative publicity, or any other legal action. For the resolving of complaints regarding services abroad, the CLIENT must comply with the rule of reporting the complaint and issuing of the certificate on the spot, as well as with the deadline for submitting the complaint. The AGENCY is

obliged to give a written response – decision regarding the complaint within 14 days after the receipt of the complaint, and it can postpone the term for making the decision about the complaint by another 14 days on account of collecting the information. The AGENCY shall resolve only such complaints that could not be eliminated on the spot. The maximum amount of compensation per complaint may reach the amount of the advertised part of services, but it may not include the services already used, or the entire package amount. The CLIENT and the AGENCY shall endeavour to resolve disputes in mutual agreement. If this is not possible, they stipulate the jurisdiction of the court in Zagreb. The applicable law shall be the respective law of the Republic of Croatia.

#### **16. Warranty for the case of insolvency of the AGENCY**

In accordance with the Law on Tourist Activity, in the improbable case of AGENCY insolvency, CLIENTs affected by such a circumstance while travelling, as well as persons that paid any amount for travel to the AGENCY, should contact the INSURANCE POLICY PROVIDER (Allianz or Croatia osiguranje, as stipulated in the contract) as soon as possible.

#### **17. Final provisions**

These GTC are an integral part of the contract between the CLIENT and the AGENCY. Possible deviations from these GTC must be stipulated by the text of the program or the Contract. By signing the Contract or accepting the Offer or by paying any part of the price or the entire package price, the CLIENT fully accepts the program and all the conditions of the travel.



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