



## **TRAVEL CONTRACT AND GENERAL CONDITIONS AND DIRECTIVES FOR TRAVEL ARRANGEMENTS**

### ***Eko Explorations d.o.o.***

*Petrinjska 51, 10000 Zagreb, Hrvatska*

*OIB: 17409590612*

*ID kod HR-AB-01-081064291*

### **1. Subject Matter of the Contract**

The subject matter of this Contract is the regulation of the mutual relations of the travel organizer – the travel agency Eko Explorations d.o.o. (hereinafter EKO EXPLORATIONS) and the TRAVELER i.e. the travel contractor in the case where the travel contractor concludes this contract in behalf of a third party (hereinafter TRAVELER). This Travel Contract contains General Conditions and Directives for Travel Arrangements, i.e. it refers to the travel program that contains all necessary data. The Contract is considered binding upon signing by an employee of the agency (an employee of the EKO EXPLORATIONS agency or any other person authorized for the sales of EKO EXPLORATIONS's travel arrangements) and by the traveler and upon total payment of the travel arrangement or a portion of the payment if payment of the remaining amount by the agreed date is indisputably insured by the traveler. If the traveler is not able to personally sign the Contract, the Contract assumes legal effect only when EKO EXPLORATIONS receives the entire agreed amount of the cost of the travel arrangement or if such is specifically agreed upon, a portion of the agreed payment and documentation that indisputably insures the payment of the remaining portion of payment by the agreed date. The traveler may register for a voyage by telephone, Internet or other means of remote communication. When concluding a Contract, the traveler is obliged to provide personal data and duly provide all documentation necessary for the organization of the voyage. The traveler guarantees that EKO EXPLORATIONS has been provided with correct and valid data necessary for the undisturbed realization of the voyage and accepts all legal obligations deriving from this Contract and from legal regulations.

### **2. Reservations and payment**

In order to confirm a reservation, upon registration the traveler pays 30% of the price of the travel arrangement (if the program does not state otherwise). The remaining cost of the arrangement is paid no later than 21 days before the beginning of the trip or documentation guaranteeing the indisputable payment of the total cost of the travel arrangement is provided. If the traveler does not execute his obligations no later than 21 days before the beginning of the trip, the reservation will be considered cancelled without the possibility of refunding any advanced payments. For reservation confirmation with "Last minute" offers, the TRAVELER is required to immediately pay the entire cost of the arrangement or ensure the indisputable payment of the entire cost of the arrangement.

### **3. Costs**

The prices of trips are advertised in the traveling program and are valid from the day of advertising the program.

EKO EXPLORATIONS can request for an increase of the agreed upon price a maximum of 21 days before the beginning of the trip if, after the contract was closed, there was a change in the currency rates or an increase of the costs of transport. This includes the costs of fuel or an increase of a fee for certain services (in airports and other ports and alike) which influences the price of the trip, where there was no way it could have been known of beforehand. In that case, the price of the arrangement will be increased reciprocally to the increase of the prices of the calculative elements on the base on which the price is formed. The passenger is obligated to accept the increase of the agreed upon price up to 10%. If there is an increase in the price which is greater than 10%, the passenger has the right to cancel the arrangement but is obligated to inform EKO EXPLORATIONS of this within 2 work days from the received notification. In case the arrangement is canceled, the traveler does not have the right for compensation. If the traveler does not deliver his cancellation to EKO EXPLORATIONS in written form within the stated time period, it will be assumed that he agrees with the price change.

### **4. Categorization and description of services**

The offered hotels, pensions or any other facilities on EKO EXPLORATIONS's programs are described according to the official categorization of the respective countries at the moment of the program's issuance. May we point out that local categorization in individual countries differs greatly. Accommodation, food, comfort and other services are under surveillance by local and national tourist authorities, and accommodation and service standards are different and cannot be compared. EKO EXPLORATIONS shall not assume responsibility for any oral or written information that is not in accordance with the description of services and facilities in EKO EXPLORATIONS 's programs valid for stated voyages, which may have been supplied by EKO EXPLORATIONS's employees or any other third person. The accommodation arrangement in rooms or pensions is determined locally by the reception desk. If the traveler had not specifically arranged a room/pension with certain characteristics, he will accept any officially registered and available room/pension in each individual facility or destination described in the travel program. Accommodation is not possible before 16:00 on the day initiating the utilization of the services, and the same shall be vacated by 10:00 on the day completing the utilization of the services, if not differently stated in the travel program. For later arrivals in accommodation facilities (after 20:00), it is necessary to inform EKO EXPLORATIONS of such beforehand, no later than one day before voyage departure, if such a later arrival had not been foreseen in the travel program.

## **5. Travel documents, respecting regulations**

A traveler that registers for a foreign voyage must possess valid travel documents. During registration or by the deadline stated in the program, the traveler shall provide EKO EXPLORATIONS with all essential data and documents necessary to obtain a visa for the country of travel. EKO EXPLORATIONS does not guarantee the obtainment of visas. If the traveler does not fulfill the stated obligations or the request for the obtainment of the visa is rejected, it shall be considered that the traveler has terminated the voyage.

The traveler shall respect customs, currency and other regulations. If the traveler cannot continue his journey due to lack of conformity to regulations, he solely bears all incurred costs and consequences of the same. If the traveler loses travel documents or finds the same stolen during the duration of the voyage, he is obliged to insure new documents at his own cost. The traveler is obliged to secure that he personally, his documents and luggage fulfill conditions prescribed by visa, boarder, customs, health and other regulations of the Republic of Croatia as well as of countries to which will be traveled. The traveler is obliged to comply with rules of conduct in catering and hotel facilities and to cooperate with the representative of the travel organization and service providers in good faith. In the event of non-compliance of the stated obligations, the traveler is responsible for the incurred damage, and EKO EXPLORATIONS assumes no responsibility for such damage. In such a case, the amount of damage shall be settled by the traveler to the owner of the facility (hotel, pension, etc.) at the reception desk.

During the signing of the contract, the EKO EXPLORATIONS employee will inform the traveler of the information sources of the country in which the traveler is traveling including the opinion of the Ministry of Foreign Affairs of the Republic of Croatia. We recommend that each traveler informs themselves by visiting the website [www.mvp.hr](http://www.mvp.hr) and examines the list of high- and moderate-risk countries according to the opinion of the MFA of Croatia.

For all travelers who are not citizens of Croatia and do not possess Croatian travel documentation, we recommend that before payment of the travel arrangement, the traveler should personally inquire about the country of travel and conditions that are necessary to fulfill for travel to that country, taking into account the differences in provisions that are valid for citizens of particular countries. EKO EXPLORATIONS may refer the traveler to an information source but do not in any way assume responsibility for consequences that may result for the traveler due to irrelevance of such provisions.

Invalid travel documents, i.e. unapproved visas that as a consequence call for the termination of travel, in no regard constrain EKO EXPLORATIONS and conditions for the termination of travel shall be implemented. EKO EXPLORATIONS declines all responsibility for damages that may result due to irrelevance of provisions of particular countries or those that may produce invalid travel documents.

## **6. Travel Insurance**

Pursuant to the Law on Providing Services in Tourism, agency employees are obliged to offer the traveler a travel insurance "package" which is comprised of: voluntary health insurance during their stay abroad, accident insurance, luggage insurance and travel termination insurance. By signing the contract, the traveler confirms that a travel insurance package has been offered. In the event that the traveler requests the mentioned insurance, it may be directly concluded with any insurance provider or with EKO EXPLORATIONS, where EKO EXPLORATIONS acts only as an intermediary.

By signing the contract it shall be considered that travelers have been offered and recommended the insurance stated in the previous paragraph.

## **7. Travel termination insurance**

If during travel registration, the traveler foresees that he may terminate his voyage due to specific situations, we recommend the payment of a policy of travel termination insurance. Termination insurance cannot be paid retrospectively, only during the process of travel registration.

Termination insurance shall be applied in the following situations only, with the obligatory written confirmation: military draft, illness, death of an immediate family member. If the traveler does not possess a travel termination policy and must terminate his voyage and has a confirmation of military draft, illness or death, EKO EXPLORATIONS reserves the right of disbursement in accordance with regulations stated in Article 8 of this Contract. Upon termination of a travel arrangement, the expenses of visa obtainment are not disbursed even if the traveler has a termination insurance policy. With the payment of a termination insurance policy, the traveler transmits all his claims onto the insurance provider of the termination insurance policy in possession, and EKO EXPLORATIONS shall be obliged to insure all necessary documentation for the traveler for actualizing the claims of the traveler toward the insurance provider, and which pertains to the travel arrangement. All termination conditions are stated in the insurance policy and we recommend that each traveler read them carefully.

## **8. Termination of voyage by the traveler**

If the traveler terminates a paid travel arrangement, EKO EXPLORATIONS retains the following amounts of the total cost of the travel arrangement (if the program does not state otherwise):

- up to 30 days before departure 20% of the travel arrangement price
- 29-22 days before departure 25% of the travel arrangement price
- 21-15 days before departure 40% of the travel arrangement price
- 14-8 days before departure 80% of the travel arrangement price
- 7-0 days before and after departure 100% of the travel arrangement price

The stated expenses apply to changes in departure dates or accommodation facilities as well as for all other significant changes. EKO EXPLORATIONS charges actual substitution expenses if the traveler – contractee terminates the travel contract, and finds another client for the same reservation that satisfies all conditions for consuming the stated travel arrangement.

If the traveler has not paid the remaining amount or insured the undisputable payment of the travel arrangement 21 days before the travel departure, EKO EXPLORATIONS shall consider that the traveler has terminated the reservation, without the possibility of disbursement of the settled advance payment for the travel arrangement.

## **9. Iteration of travel by EKO EXPLORATIONS**

EKO EXPLORATIONS reserves the right to cancel voyages, no later than 5 days before the beginning of the voyage, if the voyage was cancelled by the travel organizer for which EKO EXPLORATIONS was an intermediary for the sales of the mentioned travel arrangement or if the minimum number of travelers necessary for the realization of a travel arrangement stated on each individual travel program did not register for a specific voyage or for any other justified reason.

EKO EXPLORATIONS reserves the right to change the date or hour of travel due to changes in flight schedules or due to the occurrence of unforeseeable circumstances, as well as the right to change the direction of travel if the conditions of travel change (flight schedule change, security situation in a specific country, natural disasters or other situations where EKO EXPLORATIONS has no influence), without damage compensation, and in accordance with valid regulations in domestic and international traffic.

EKO EXPLORATIONS shall not be held responsible for changes due to unforeseeable circumstances and force majeure during the voyage. In that case, services in respect to the given situation can be insured.

## **10. Trips organized by other organizers/tour operators**

For all travel arrangements where EKO EXPLORATIONS is the principal organizer, these General Conditions apply except in the event where EKO EXPLORATIONS is a mediator i.e. is not the principal tour organizer. Such travel arrangements will be specially designated and general conditions of the responsible organizer shall apply thereto. EKO EXPLORATIONS shall not be held accountable for the implementation of tourist travel arrangements of other organizers. With the execution of the contract, the EKO EXPLORATIONS accepts the program and the travel conditions in their entirety.

## **11. Resolution of complaints**

The traveler has the right to submit a complaint due to the unfulfilled agreed upon service. The traveler is obligated to issue a written complaint to EKO EXPLORATIONS within 8 days after the finalization of the trip. Complaints issued after the deadline of 8 days will not be taken into consideration. We emphasize that it is in the best interest of the traveler to perform in good will and to show good will in solving the complaint during the trip and to submit his written complaint to the service provider on the spot (front desk, transport operator, caterer or travel agency in the destination)

and to seek a written confirmation from the service provider that they received the complaint. Every traveler – contract carrier, issues a complaint individually. EKO EXPLORATIONS will not take group complaints into consideration. EKO EXPLORATIONS is obligated to issue a written solution for the complaint within 15 days after receiving the complaint and this is to be done in the way the complaint was received (e-mail, mail or personal deliver where it will be responded to through a written package with a return receipt). EKO EXPLORATIONS will solve only those complaints where the traveler submits evidence that he has submitted a complaint to the service provider on the spot and that the cause could not be removed on the spot. If through the fault of EKO EXPLORATIONS the program or a part of the service was unfulfilled, the traveler has the right to compensation to the height of the real value of the unused service and this cannot include already used services as well as the entire amount of the arrangement. In case of last minute contracts OR contracts where the TRAVELER finds out the accommodation title upon arrival at the destination (promotions like fortune, roulette, no name, ace, jockey...) the TRAVELER will accept all inherent risks. Such journeys involve unpredictable conditions (Force Majeure) which EKO EXPLORATIONS cannot control in any way. What is more, the traveller has opted for this kind of arrangement due to special price, therefore any responsibility for claims arising from this arrangement will be waived by EKO EXPLORATIONS.

## **12. Health regulations**

The traveler is obliged to notify EKO EXPLORATIONS of all facts in regards to his health, habits, etc. that may jeopardize the progress of the voyage (if due to health or other reasons, a specific type of food is necessary, if chronically ill, if allergies are present, etc.). In some programs, special travel rules are stated, which include mandatory vaccinations and the acquisition of pertinent documentation. The traveler shall be obliged to execute mandatory vaccinations as well as be in possession of confirmation and documents thereof. We recommend obtaining a health insurance policy.

## **13. Luggage**

The transport of luggage of a specific weight is free of charge. For air transportation, the traveler pays for luggage excess in accordance to valid regulations and transporter's prices. Children up to 2 years of age do not have the right to free luggage transport. EKO EXPLORATIONS does not assume responsibility for lost or damaged luggage. Claims for lost luggage are directed to the transportation provider or hotel. For air transportation, the airline is exclusively responsible for luggage, based on regulations that are valid concerning air traffic. In the event of loss of luggage, the traveler fills out a PIR form of the airline that executed the transport and delivers the said form to the representative of the airline, and keeps one copy. Based on the filled out form, the airline pays compensation pursuant to regulations that are valid for domestic and international passenger air traffic.

In the event of the loss of luggage inside the hotel, the traveler sends a claim to the hotel where the luggage was lost. We recommend obtaining a luggage insurance policy.

## **14. Insurance**

EKO EXPLORATIONS has concluded with the Insurer three different insurance policies that are mandatory according to Croatian Law for agencies that organise travel package arrangements: accident insurance, liability insurance and bankruptcy insurance.

Insurer: EUROHERC osiguranje d.d., Ulica grada Vukovara 282, Zagreb, phone: 01/6004 209

## **15. Protection of personal data**

The traveler voluntarily renders personal data. Personal data of the traveler are necessary in the realization process of contracted travel arrangements and shall be used for further communication. EKO EXPLORATIONS obliges that personal data of the traveler will not leave the country except for the purpose of realizing contracted travel arrangements. An exception to providing personal data to third persons applies to concluding a travel insurance policy, i.e. if the traveler concludes an insurance policy, his data will then be forwarded to an insurance provider. The traveler's personal data will be stored in a database, in accordance with the Decision of the Board of Directors concerning methods of collection, processing and protecting personal data. The traveler agrees that his personal information can be used for the purpose of realizing the agreed upon arrangement and for the marketing events of EKO EXPLORATIONS.

## **17. Information**

Notification received by the traveler at the registration location does not oblige the organizer to a greater degree than the notifications and information stated in the travel program itself.

## **18. Final provisions**

These conditions and directives for travel exclude all current conditions and directives for travel. General conditions and directives for travel are an integral part of the contract concluded between the traveler and EKO EXPLORATIONS or an authorized tourist agency where the traveler registered for a voyage organized by EKO EXPLORATIONS. The parties agree that all eventual disputable situations shall be settled by agreement. In the contrary, in the event of a dispute the legally amenable court is the Court of Zagreb, where Croatian legislation shall be used.

Zagreb, 01.01.2017.