



## **GENERAL TERMS & CONDITIONS OF TRAVEL AGENCY**

### **EKO EXPLORATIONS d.o.o.**

#### **1. GENERAL**

Hereby General Terms & Conditions are a part of Travel contract between Eko Explorations d.o.o. (licensed travel agency registered in Croatia) and traveler/partner who is booking a chosen day trip, travel package or service which is a part of the travel agency offer. If a booked programme contains specific terms and conditions which are different from the ones published in hereby General Terms & Conditions, those figuring in the programme are to be taken as valid.

Moreover, these General Terms & Conditions determine the process of reservation, payment, complaints and using the services published on the web pages of the travel agency at [www.goexplorecroatia.com](http://www.goexplorecroatia.com), as well as their sub-domains / sub-pages that belong to Eko Explorations.

#### **2. BOOKINGS**

Booking is subject to availability of free spots. Travel contract is to be completed with basic information on the traveler and the package. All necessary information and documents required for a particular package should also be submitted by the traveler upon booking. In case the traveler doesn't provide correct information, he/she is responsible for any costs or consequences that may occur due to this uncorrect information. In addition, any change of traveler name or travel date can result in additional costs that should be paid by the traveler according to the company pricelists. Once the deposit has been paid, the Travel contract between the traveler and Eko Explorations becomes binding as well as all its provisions thereof. All aspects of the package for which the travel contract has been signed have legal implications for both parties. The Travel contract is sent to the traveler by e-mail or in printed format upon traveler's request. A person that completed a reservation and/or payment in the name of several passengers confirms that he/she is authorised to represent all travelers named in the Travel contract and is obliged to forward them all necessary information about the booked services, as well as these General Terms & conditions.

#### **3. PACKAGE CONTENT**

The package price includes (if not stated otherwise): transport services, hotel and catering services and travel organization. If explicitly stated in the package, the package price may



include further services (e.g. foreign airport taxes, local and expert guidance, optional excursions, entrance fees for places of interest). Specific services required by the traveler (diet, accommodation, etc.) are not included in the package price and must be indicated at the moment of booking. Travel contract is binding for Eko Explorations, which will render all services stated in the package except in case of Force Majeure. Rendering specific services required by the traveler will be subject to circumstances and capability; such services will be binding for Eko Explorations only if it explicitly stated so in the agreement.

#### **4. PAYMENTS**

All package prices are quoted in Euro. It might be possible to make the payment in another currency upon request. The deposit of 30% of the total package price is mandatory for booking to be considered confirmed. The outstanding amount as well as any specific services which have not been calculated in the total package price are to be paid at least 30 days before the beginning of the journey. For bookings made in less than 30 days before the beginning of the journey, the full package price is charged at once. This payment method will be applied in all cases unless the package (whose content will be presented to the traveler before accepting the booking) explicitly states other payment methods.

#### **5. CATEGORISATION AND DESCRIPTION OF SERVICES**

Hotels and other facilities listed in the package have been awarded the category based on country or regional standards. Unless the traveler has requested a specific room feature (special amenities, floor, etc.) they will accept any officially registered room in the given facility. Eko Explorations will not be held responsible for any oral or written complaint which is not in accordance with the service stated in the agreed package.

#### **6. PACKAGE ALTERATION**

Eko Explorations reserves the right to alter the package in case of exceptional circumstances which could not have been predicted or mitigated (see section 3.). In this case Eko Explorations will endeavor to provide the services agreed in line with the possibilities in the given situation. The agreed accommodation may only be substituted by the facility of the same or higher category at the same destination or close vicinity at the expense of Eko Explorations.

Eko Explorations reserves the right to change the day or hour of the journey due to unpredictable circumstances as well as to change the journey route if traveling conditions



change (security issues in a particular country, natural disasters or any other occurrences beyond the control of Eko Explorations) all this without payment of any damages and in accordance with the binding regulations of international transport.

Should the package be considerably changed without a valid reason, Eko Explorations will reimburse the traveler in full provided that the traveler opts out of the journey before its beginning.

Should the package be considerably changed in its course, the traveler will bear the costs of services rendered up to that point in time.

## 7. PACKAGE CANCELLATION

Eko Explorations has the right to cancel the package in part or completely, should extraordinary circumstances occur before or during its course and if such circumstances could not have been avoided or mitigated and which, had they occurred at the time of the package advertisement and sale, would have been a justifiable reason not to advertise or sell the package in the first place. Eko Explorations is entitled to cancel the package if the minimum number of passengers, which is explicitly stated for a particular type of package, cannot be met.

In case of complete package cancellation prior to beginning of journey, Eko Explorations will not be obliged to indemnify the traveler but to refund the received amount of deposit. Should the package be cancelled in its course for the above stated reasons, Eko Explorations is obliged to refund the amount of money paid for services not rendered.

## 8. WITHDRAWAL

Should the traveler opt out of a multiday journey, Eko Explorations will apply the following scale to calculate the costs of cancellation:

- up to 30 days prior to departure Eko Explorations will retain 30% of the package price, or minimum 20 Euro
- from 29 to 15 days prior to departure Eko Explorations will retain 50% of the package price
- from 14 to 8 days prior to departure Eko Explorations will retain 75% of the package price
- 7 days or less prior to departure (or "no show") Eko Explorations will retain 100% of the package price

Should the traveler opt out of a day trip, Eko Explorations will apply the following scale to calculate the costs of cancellation:



- 8 or more days prior to arrival – 0%
- 2-7 days prior to arrival – 50%
- 1 day prior to arrival or no show – 100%

Please bear in mind that bank fees will be deducted from the total refund amount.

In the event of actual costs being higher than those stated in the scale or when the share in the fixed group costs is higher than those stated in the scale, Eko Explorations reserves the right to charge the actual costs. The above stated cancellation costs are charged in case of departure date alteration or accommodation alteration as well as all other important changes. In case of package cancellation on the part of the traveler, the costs of visa /travelling document processing will not be reimbursed.

If the traveler cancels or shortens the journey due to weather conditions Eko Explorations will apply the above stated scale and will not consider any further complaints.

In case of cancellation of plane journey and airfare already bought, the reimbursement issues are defined by terms and conditions of a particular air carrier.

## 9. TRAVELER'S OBLIGATIONS

The traveler must take good care of their personal documents which must comply with border, customs, health and other regulations of the Republic of Croatia as well as other countries. The traveler must also obtain all necessary visas, documentation and licenses needed for a specific journey. Should a package contain special regulations which require mandatory vaccination or possessing a particular document, the traveler must obtain the certificates as well as the proof of vaccination before the start of the journey.

The traveler must abide by the house rules in hotels and other accommodation facilities and cooperate with the representative of Eko Explorations and service provider in good faith.

If the traveler, due to failing to abide by the above mentioned regulations, cannot begin or continue the arranged journey, he or she will have to cover the costs and deal with consequences themselves.

## 10. AIRLINE TICKETS AND INDIVIDUAL TRAVEL

In the case the traveler cancels a flight, he/she shall bear the cost of cancellation, which is generally 100%. In the case of individual travel, if vouchers for accommodation and other services are issued, the costs of cancellation are subject to the conditions of the mentioned suppliers. For these reasons, we suggest purchasing travel cancellation insurance.



The traveler must follow house rules in hotels and other accommodation facilities and cooperate with the representative of Eko Explorations and service providers in good faith. If the traveller refuses to follow the rules and for this reason cannot start or continue the trip, he/she is responsible for all costs and consequences.

The traveler provides personal information voluntarily. Traveler's personal information is required in trip planning and realisation and it will also be used for further mutual communication. It will be gathered and used in accordance with General Data Protection Regulation (GDPR) - (EU) 2016/679.

The traveller is responsible for all costs that might result from eventual loss and theft of personal documents during the trip.

## **11. EKO EXPLORATIONS OBLIGATIONS**

Eko Explorations must perform its services with great care, carefully choose service providers and exercise good business practice, always considering rights and interests of the traveler in accordance with good practice in the travel industry. Eko Explorations must provide the traveler with all the services stated in the package and will be liable for any total or partial failure to render them except if failure to render services was due to Force Majeure.

In case of failure to perform duties agreed in the Travel contract, Eko Explorations will reimburse the traveler for the damage suffered, not exceeding the total price of the agreed package.

Eko Explorations shall not be liable to the traveler for delays in transport for which the carrier is not liable according to domestic regulations and international conventions.

## **12. LUGGAGE**

Eko Explorations shall not be liable for lost or damaged luggage during a trip.

Claims for lost luggage should be made directly to the airline carrier, transport company or hotel where the luggage was lost or damaged.

For these reasons we recommend purchasing luggage insurance.

## **13. INSURANCE**

Eko Explorations d.o.o. has concluded 3 insurance policies mandatory by the Croatian Act on the Provision of Tourism Services: individual accident insurance, liability insurance and guarantee insurance.

Insurance company: EUROHERC Osiguranje d.d., Ulica grada Vukovara 282, 10000 Zagreb, <https://www.euroherc.hr/en/>



#### **14. PERSONAL TRAVEL INSURANCE**

Our prices do not include any personal travel insurance. For this reason, we recommend buying travel insurance upon booking, in your country of origin. The traveler can also arrange travel insurance through our office, with us taking the role of intermediary.

We offer: accident insurance, health insurance, luggage insurance, travel cancellation insurance, repatriation insurance.

By accepting the Travel contract the traveler confirms that travel insurance package was offered.

#### **15. HEALTH CARE**

The traveler has the right to health care at home and abroad to the extent and under the conditions laid down by international agreements between Republic of Croatia and the country the traveler is visiting/country traveler is coming from, provided such agreements have been signed. All information on health care should be obtained by the traveler prior to departure.

#### **16. HANDLING COMPLAINTS**

In case the package services have been incomplete or rendered below standards, the traveler is entitled to proportionate price reduction, upon submitting formal written complaint according to the following guidelines:

- The traveler must complain about the inadequate service on spot, by informing Eko Explorations representative or the service provider. The traveler must cooperate with Eko Explorations representative to mitigate the cause of complaint.
- If the cause of complaint cannot be mitigated or removed, the traveler must draw a written complaint together with Eko Explorations representative.
- Within 8 days upon return, the traveler must submit the written complaint to the official at the sales point where he/she purchased the package.
- Eko Explorations guarantees to settle the complaint within 15 days upon receipt. The traveler waives the right to appoint any intermediary, arbitrary body UHPA, court or to publish any information until the provider brings a formal decision. This excludes the traveler's right to be reimbursed for any indirect damage.



- Had the traveler not complained about the inadequate service on spot or not submitted the written complaint within 8 days after return, Eko Explorations will not accept such complaint.

In the case of a dispute concerning an online sale and online services, the consumer may file a complaint or initiate a procedure for online dispute settlement via the online dispute settlement platform available at the following link:

<http://ec.europa.eu/consumers/odr/>

## **17. COURT JURISDICTION**

Should the traveler be dissatisfied with the way Eko Explorations attended to their complaint, they have the right to initiate legal proceedings. All such cases fall under the jurisdiction of the Commercial court in Zagreb.