

General terms

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General Terms These General Terms and travel regulations are a component part of the Agreement, in other words the voucher, between A Turizam Istra d.o.o., Radiceva 10, Pula (hereinafter: the Agency) and the travel contractor (hereinafter: the Traveler). All the information and terms in the program and these General Terms are binding for both the Agency and the Traveler unless otherwise determined by the Agreement.

Offers The Agency ensures services according to the published information, description and schedule in accordance with confirmed reservations except in circumstances beyond our control.

Reservations and payment Inquires and reservations for accommodation can be made by e-mail, in writing or in person at any of the Agency's branch offices as well as at the offices of partner travel agencies. By confirming a reservation, the Traveler confirms that he/she is aware of the General Terms and conditions of the travel services and fully comprehends and accepts these terms which are binding for both the Traveler and the Agency. The Traveler is obligated to provide any information which is required for the reservation process. A deposit is required for wherein the amount is determined by the method of payment.

Important notice: All payments will be effected in Croatian currency. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Croatian kuna (HRK) according to the current exchange rate of the Croatian National bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site. In private accommodation Check-in is from 15:00h to 20:00h. Late arrivals must be arranged in accordance with our staff and confirmed in letter, otherwise, all reservations are held by 20:00h on given day of arrival. Check-out is by 11:00h

Sojourn tax According to the Law on sojourn tax of the Republic of Croatia, the Traveler is obligated to pay sojourn tax along with his/her payment for accommodation. Sojourn tax as regulated by the Law on sojourn tax of the Republic of Croatia amounts from 2 to 7 kn per person per day for adults. Adolescents from the age of 12 to just before their 18th birthday are entitled to a 50% discount, while children under the age of 12 are exempted from paying sojourn tax. The final amount of the sojourn tax for a specific reservation is determined by the destination in the Republic of Croatia as well as the dates of the accommodation and is calculated according to these General Terms and payment of the final amount of the tourist service. The reservation calculation will not include the amount required for sojourn tax.

Rates The price of the service includes the basic service as described in the price list for the accommodation unit and the reservation. Special services are those services which are not included in the base price of the accommodation (in the description of the accommodation unit or Price List/Rates marked "by request" or additional services that are available through prior notification and additional payment) and as such the Traveler is obligated to pay for these services separately as indicated in our offer. Special services/requests must be made during the reservation process. The service rates are listed in Euros. The Agency reserves the right to change the listed rates. The Agency guarantees the accommodation rate, which the Traveler paid as a deposit for a specific reservation, listed in the calculation on the basis of which the deposit was paid. Should rate changes occur prior to the deposit being paid, the Agency is obligated to inform the Traveler of these changes. In the event that changes in the exchange rate or an increase in transport costs, including the cost of fuel or an increase in service fees (in airports, ports and the like) or other expenses which directly affect the cost of the trip which the Agency was not and could not have known or been aware of, occur after a reservation has been confirmed, both parties confirm that the Agency has the right to raise its rates, no later than 20 days prior to the beginning date of the trip. Should the increase in the price of the paid reservation amount to more than 10 %, the Traveler has the right to cancel his/her reservation and is also entitled to a refund without any additional compensation.

The rates listed in our offers and programs are based on agreements made with our business partners and do not necessarily match the rates available on the spot at the accommodation unit in which the Traveler resides. Possible differences in rates can be subject to complaint. Should the number of people for the reserved accommodation unit exceed the number indicated on the travel documents (voucher), the service provider has the right to withhold services for unannounced travelers or allow all travelers and request additional payment for unannounced travelers on the spot.

Categorization and service description
The accommodation units on offer are described according to the official categorization of the amenable institution, as well

as based on the actual state of the unit at the time of the publication. The standards of the accommodation, food, services and the like in certain places and countries vary and are not subject to comparison. The information which the Traveler receives at the point of sale does not bind the Agency any more than the information posted on the web pages of www.a-turizam.hr or in the catalogue or other printed materials of the Agency. Notes for presented information

Obligations of the Agency The Agency is responsible for providing services as well as selecting the service provider while respecting the rights and interests of travelers in accordance with the traditions of the tourism industry. The Agency will fulfill all the abovementioned obligations as described except in circumstances beyond its control (Article 2), and will then proceed as described in Article 14.

Obligations of the Traveler The Traveler is obligated to:

1. have valid travel documentation
2. respect and abide by all customs and foreign exchange regulations of the destination country
3. respect and abide by all customs and foreign exchange regulations as well as the laws and other regulations of the Republic of Croatia as well as other countries through which he/she passes or resides. In the event that 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
4. have confirmation and documentation for vaccination against diseases as required by certain countries
5. abide by house rules of the accommodation units as well as cooperate with the service providers in a well-intentioned manner
6. abide by the rules of the boat or accommodation units for courses in which the accommodation provided is similar to the conditions on a sailboat, as well as cooperate with the service providers
7. give the document which confirms payment of service, (the Voucher received by e-mail), to the course representative upon arrival
8. 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 the service provider on the spot for any damage(s) he/she may have caused.

Reservation payment

1. 30% of the accommodation price according to the confirmed inquiry

2. 70% of the accommodation price upon check-in in agency
3. 30% of the accommodation price according to the confirmed inquiry

2. 70% of the accommodation price on the beginning date of the service upon arrival at the accommodation unit (where the option of payment by contract authorized by the owner)

The Traveler's right to changes and cancellations

1. In the event that the Traveler wishes to change or cancel a reservation by the Traveler himself/herself, he/she must do so in writing (by e-mail or fax). Changes can refer to the number of people or the names of the travelers, the date of the commencement and/or end date of the service and must be made no later than 30 days prior to the beginning date of the service in question. The first reservation change, if possible without added expenses, will be made free of charge. For each additional change a fee of 15 Euros per change will be charged. If a reservation change is not possible and the Traveler gives up the confirmed reservation, the cancellation terms listed below apply.

Reservation changes for accommodations units and all other changes within 30 days of the beginning of the reservation as well as for the duration of the reservation will be considered a cancelled reservation.

2. For fixed confirmed reservations for accommodation units, the date on which the written cancellation is received represents the basis of the calculation of costs as follows:

1. for a cancelled reservation up to 30 days prior to the beginning date of the service, 15% of the total amount of the reservation, minimum 15 Euro
2. for a cancelled reservation 29-22 days prior to the beginning of the service, 30% of the total amount of the reservation
3. for a cancelled reservation 21 do 15 days prior to the beginning of the service, 40% of the total amount of the reservation
4. for a cancelled reservation 14 do 8 days prior to the beginning of the service, 80% of the total amount of the reservation
5. for a cancelled reservation 7 to 0 days prior to the beginning of the service, 100% of the total amount of the reservation price
6. for a cancelled reservation following departure or failure of the Traveler to show up at the reserved accommodation unit - 100% of the total amount of the reservation

For every cancelled reservation the Agency charges a fee of 25 Euro for handling expenses.

In the event that the Traveler must cancel a reservation within 7 days of the beginning date of the service, the Agency offers the Traveler the chance/possibility of finding a new Traveler/User for the same reservation if possible (this depends on the service provider), wherein the Agency will only charge for the actual cost of the replacement. The new reservation holder assumes all of the obligations of these General Terms and Conditions.

In the event that the Traveler does not arrive by midnight on the beginning date of the service and did not previously inform the Agency or service provider, the reservation will be cancelled and the corresponding cancellation fees will be charged according to the abovementioned terms. Should the actual costs of the cancellation exceed the above listed fees, the Agency reserves the right to charge the actual costs.

The Agency is not obligated or responsible for reimbursing the Traveler for the cost of travel documents, visas which are in connection with reservations cancelled by the Traveler.

Cancellation insurance

Should the Traveler upon confirming a reservation anticipate specific situations which may cause him/her to cancel a trip, the Agency recommends taking out cancellation insurance. Cancellation insurance cannot be paid after-the fact and must be paid during the booking process. Insurance premiums are calculated according to the value of the trip and according to the rates of the insurance company (for apartment rental the amount is calculated by divided the rental rate with the number of people in the apartment). Cancellation insurance is only valid in the following situations and confirmation must be provided in writing:

1. death
2. accidents resulting in serious injuries
3. sudden acute illness, which requires immediate medical attention/care
4. complications during pregnancy
5. intolerability of vaccines which were required by the regulations of the destination country
6. property damage as the result of fire, natural disasters or vandalized property by a third party
7. military service/recruitment

Should the Traveler not have 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 10 of this Agreement. 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. All other terms and conditions are enclosed with the policy and the Agency recommends that travelers read the policy carefully and thoroughly.

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 or health insurance. Signing a travel Agreement, which includes these General Terms, signifies that the Traveler has been offered and received recommendations for additional insurance mentioned in the previous article. Should the Traveler request additional insurance, arrangements can be made at any insurance company or by the Agency itself wherein the Agency only acts as a mediator. Before buying insurance the Agency strongly recommends each traveler to read the terms and conditions carefully.

Luggage/baggage The transport of luggage by plane 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. Children, regardless of age, are not entitled to free transport of luggage by plane. 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 lost or damaged property or stolen property or valuables kept in the accommodation unit (renting a safe if possible or buying an insurance package which would include luggage is recommended). Lost or stolen property is reported to the accommodation provider or local police station.

The Agency's right to changes and cancellations The Agency reserves the right to make changes regarding reservations in the event of circumstances which cannot be predicted, avoided or removed (see Article 2). A reserved accommodation unit can only be switched with prior notification by the Traveler for an accommodation unit in the same category or in a higher category at the price at which the Traveler confirmed the reservation. If the replacement accommodation is only possible in a unit in a higher category where the price is 15% more than the price of the paid reservation, the Agency reserves the right to charge the Traveler the difference and is required to consult with the Traveler. In the event that a replacement accommodation unit cannot be arranged, the Agency reserves the right to cancel the reservation by first notifying the Traveler no later than 7 days prior to the beginning of the service date and guarantees a full refund of the paid amount. If the Agency cancels a reservation, the Traveler is not entitled to compensation from the Agency and the Agency is only obligated to refund the amount paid in to the Agency's account. If an adequate replacement unit is not available on the day of the commencement of the service, the Agency will make an effort to provide the Traveler with information on the possibility of an alternative arrangement which is not part of the Agency's offer or will refund the Traveler for the full amount paid for the reservation.

Handling/filing complaints If the quality of the services provided is below-standard, the Traveler can request compensation by filing a writing complaint. Every Traveler has the right to file a complaint for paid services which were not provided. Each traveler - reservation holder 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 (receptionist or accommodation unit owner and the like) and to inform the Agency office in Zagreb either by email at istra@a-turizam.hr or by phone at +385 (0) 52 211 399. The Traveler is obligated to cooperate with the Agency representative as well as with the service provider in a well-intentioned manner so that the cause of the complaint can be resolved. Should the Traveler not accept the proposed solution which corresponds with the service rendered on the spot, the Agency is not obligated to take additional complaints into consideration.

If the problem is not resolved on the spot following an intervention, the Traveler 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 istra@a-turizam.hr or to the following address A Turizam Istra, Radiceva 10, HR 52100 Pula, no later than 8 days following the return of the Traveler from his/her trip. The Agency shall only take into consideration fully documented complaints which are received within the 8-day deadline. Until a decision has been made by the Agency, in other words for the duration of the 14/28 days after the complaint has been filed, the Traveler relinquishes the right to involve a third party, the arbitration of the UHPA or other institutions, publicly disclosing information as well as filing suit. The highest amount of compensation per complaint can amount to the complaint portion of the service and cannot encompass the used portion of the service or the total amount of the service. This excludes the Traveler's right to be compensated for ideal damages. The Agency cannot be held responsible for climate conditions, cleanliness, and the temperature of the sea, or crowds, as well as similar situations and events which can result in the dissatisfaction of travelers and are not a direct result of the accommodation unit (for example a lack of snow, bad weather, improperly maintained slopes or beaches, crowds, lost or stolen property and the like).

If the Traveler has signed an Agreement for an organized trip as a "last minute reservation" (traveling at the last minute), the Traveler accepts all of the risks associated with that category which contain uncertain facts which the Agency cannot influence. The Traveler primarily agrees to the category in question due to the affordable rates/offers and as such is not entitled to any complaints against the Agency.

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 cancellation insurance or insurance against accidents and illness, insurance of lost luggage and health insurance for the duration of the trip both locally and abroad. 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 a database in accordance with the Management's decision on the method used for collecting, processing and securing personal information. With the acceptance of these General Terms, the Traveler gives permission for his/her personal information to be used for promotional offers of the Agency.

Note Putting down a deposit, in other words, payment in full signifies that the Traveler fully comprehends and accepts the aforementioned terms. These General Terms and travel regulations override all former terms and travel regulations.

Discounts In the event of simultaneous offers, discounts cannot be combined. Discounts do not apply to last minute offers.

Court jurisdiction The Traveler and the Agency will aim to settle possible law suits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the Pula Court jurisdiction, under the authority of the laws of the Republic of Croatia. Pula, 01.01.2008.