

GENERAL TERMS AND CONDITIONS OF EXCURSIONS AND TRANSPORTATION SERVICES

1. OFFER CONTENT

All services from Adria Luxury Travel Ltd.'s (further referred to as "ALT") offer program are published on the www.adrialuxurytravel.com web page according to the described standards and contents. ALT guarantees the authenticity of the information from its own offer, as well as the conditions under which certain services are offered.

The standards of meals and other services in certain locations and countries may vary and are not commensurable. The information which the client receives at other selling locations will not oblige ALT more than information published on our web pages, brochures, or delivered to the client in written form.

ALT is obligated to provide the client with every chosen service from its own program according to data and terms published on official web pages and/or brochures, or delivered to the client in written form and in line with the description at the time of a confirmed reservation, except in the case of illness, bad sea/weather conditions, force majeure (natural disasters, war, strike, epidemic, pandemic, etc.) or sudden death in the family.

2. INQUIRIES AND RESERVATIONS

Inquiries for all services from ALT's list of offers are to be submitted in electronic form, e-mail, or the template available at www.adrialuxurytravel.com, in the ALT agency office, or in ALT authorized representatives' offices.

While submitting an inquiry or a reservation at www.adrialuxurytravel.com, in our office, or in ALT authorized representatives' offices the client is obligated to fill in the form with all of the required information, to show all required documents necessary to carry out the required procedure.

ALT does not take responsibility for the authenticity of the information provided by the client during the inquiry or reservation process.

Before the submission of the inquiry form, or reservation through our webshop, the client must confirm that s/he is familiar with and agrees to the current General Terms of the provision of services. In this way, all statements written in the General Terms & Conditions become obligatory for the guest, as well as ALT.

3. PAYMENTS

In order to confirm the reservation, the client is obligated to pay, in advance, the overall price of the service or furnish a guarantee for deferred payment under the agreement for payment method and dynamics. By providing payment, the client confirms that s/he is fully aware of all characteristics and terms under which a certain service is offered.

4. SERVICE COSTS

The cost includes basic services, as described in each service on the official Adria Luxury Travel web page, as well as additional services, which are enhancements to the basic service in the form of guides, entrance fees, detours, etc. Optional/additional services are those provided by the ALT agency as a part of a certain program but are not mandatory for the client to accept. These services should be requested during the reservation process and are separately displayed in the final invoice. The costs of all services from the ALT program offer are declared in Euros.

5. TRAVEL INSURANCE

ALT offers the possibility of accepting travel insurance which contains:

- Health insurance for travelers during their stay in Croatia
- Accident insurance
- Travel cancellation insurance
- Baggage insurance

If the client chooses to have travel insurance s/he is obligated to indicate so during the reservation process.

6. ALT AGENCY'S RIGHT TO CHANGES AND TERMINATION

ALT has the right to change the itinerary of the tour, reschedule or terminate the reserved service in case of circumstances that cannot be predicted, avoided, or eliminated (natural disaster, bad sea or weather conditions, war, strike, terrorism, state riots, sanitary disorder, government intervention, epidemic, pandemic, etc.).

The change of reserved services is possible only if the client agrees, and the service has the same or higher quality standard, and at the price confirmed during the reservation. In case of an inability to carry out the reserved services that are provided and held at sea due to bad weather and/or sea conditions, ALT will offer the client a change of date of the service.

If the client is able to accept the date change, the reserved service will be rescheduled for another date according to the agreement. If the client cannot accept the change of date, due to personal or other reasons, and there is no option of delay (rescheduling), if possible, ALT will offer the client an alternative service that will be under new conditions and pricing.

Should ALT be unable to offer an alternative, and the client is not able to accept the alternative service offered by ALT, ALT keeps the right to cancel the reservation with prior notice to the client, in which case the agency guarantees a full refund.

7. CLIENT'S RIGHT TO CHANGES AND TERMINATION (CANCELLATION POLICY)

If the client wishes to change or terminate the reservation after the advanced payment or after providing a guarantee of payment to the agreed dynamics and method of payment, the client must do so in written form (email). A change is considered an alternation in the number of persons, the date of the beginning and/or end of the service, etc., and must be done at least 15 days prior to the start of the service. Any changes made within 15 days or upon the start of the reservation will be considered a termination of the reservation. The first change will be free, if possible. Additional changes will be charged € 15 per change.

In the event that the reservation change is not possible, and the client cancels the confirmed reservation due to this reason, the conditions mentioned below will apply.

The calculation of the expenses due to termination will be made on the basis of the date or the moment when written termination notice is received, and will include:

- For cancellations at any point in time, ALT will charge 10% of the total value. The remaining amount will be returned to the client at the client's expense.
- For cancellations 16 to 30 days prior to the beginning of the service, ALT will charge 20% of the total value. The remaining amount will be returned to the client at the client's expense.
- For cancellations 7 to 15 days prior to the beginning of the service, ALT will charge 30% of the total value. The remaining amount will be returned to the client at the client's expense.
- For cancellations 2 to 6 days prior to the beginning of the service, ALT will charge 50% of the total value. The remaining amount will be returned to the client at the client's expense.
- For cancellations 1 day prior to or on the day of the service, ALT will charge 100% of the total value.

If the reservation is canceled due to illness or force majeure (natural disasters, war, strike, terrorism, state riots, sanitary disorder, government interventions, epidemic, pandemic, etc.) or a sudden death in the family, ALT guarantees a full refund if the service cannot be rescheduled.

If the client is unable or refuses to reschedule the service, the agency keeps the discretionary right to calculate termination expenses according to the presented evidence.

8. CHANGES AND TERMINATION BY THE CLIENT DUE TO UNEXPECTED CIRCUMSTANCES

- For the cancellation of the reserved service prior to its start due to obvious and objective weather/sea conditions, the agency guarantees a full refund if the service cannot be rescheduled.
- Terminations during the service due to sudden changes in the weather/sea conditions, which do not suit the client himself, are not refundable.
- Refunds requested after the service has been completed, due to weather/sea conditions that did not suit the client himself, are not grantable.
- Early terminations of the service by the client are not refundable, except in case of injuries or health conditions. In such an event, the agency keeps the discretionary right to calculate termination expenses according to the moment when it occurred.

9. ALT AGENCY'S OBLIGATIONS

ALT's obligations include the careful selection of the choice of service providers, as well as managing the services in line with good economic practice, and protecting of rights and interests of our clients, according to good tourist practices. ALT carries out all obligations in their entirety and as they are described, with the exception of certain circumstances (Point 1.).

10. CLIENT OBLIGATIONS

Clients are obligated to:

- Have valid travel documents
- Respect customs and currency regulations of the Republic of Croatia, as well as of the countries s/he is visiting
- Follow the instructions of authorized personnel of the ALT agency and cooperate with service providers in good faith
- Inform the ALT agency about the eventual delay to arrive at the departing/collecting location at the estimated time
- Upon departure, give the payment receipt to a service provider (reference/voucher received by mail or email after payment of reservation/service/s)
- Determine whether a Visa is required

The client is responsible for all possible expenses that occurred as a result of non-compliance with the aforesaid obligations.

11. LUGGAGE

ALT is not responsible for luggage lost, ruined, damaged, or stolen during travel (travel insurance, which includes luggage insurance, is recommended, as well as renting a safe in case of positions of greater value if there is such a possibility). Lost or stolen luggage is to be reported to the service provider and authorized police station.

12. CLIENT EVALUATION AND COMMENTS ON SERVICES PROVIDED

With the aim of service enhancement and communication improvement between the client and the ALT agency, ALT may include a special questionnaire for impressions that can be filled in after service has ended. Questions regarding the quality of services provided by ALT and/or the service provider are included. By filling it in, the guest has agreed and has entitled ALT to publish questionnaires on our official website, along with object presentation, no matter the content. In this way, guests can have a more realistic insight into services provided by ALT.

13. DEALING WITH RECLAMATIONS

Every voucher bearer has the right of reclamation due to unperformed service. If the bought services are completely or partially unperformed, the client may ask for compensation by a written complaint. Every voucher bearer must submit the complaint separately.

Reclamation Procedure:

If the client is unsatisfied with the product or service offered by ALT, the client is obligated to inform ALT and indicate the reason for dissatisfaction via phone (+385 20 700 700). ALT will try to uncover the reasons for dissatisfaction verbally. If the solution cannot be found in this manner, ALT is obliged to send a representative to the location of reclamation in a prompt manner.

The complainant is obligated to wait for a representative of the ALT agency at a certain location at the agreed time. In the event that it is not possible to contact the ALT agency, the guest is obligated to make a reclamation to the service provider. All parties involved in the reclamation are strictly forbidden to remove the causes of dissatisfaction or make changes with the aim of alleviation. Both the guest and the service provider are obligated to cooperate with the ALT's representative in good faith in order to remove the causes of reclamation.

Upon arrival at the location, an ALT representative will check all the entries of the reclamation by inspecting the de facto situation. If the problems cannot be solved agreeably, the determined situation will be described by the ALT representative in the "Minute About Reclamation Check" (further referred to as the "Minute"). The Minute will contain photographs of the determined situation.

As a sign of acceptance, the Minute will be signed by the ALT agency representative, as well as the service provider. Should the determined situation match the complaints, the reclamation is considered justified. If justified causes of dissatisfaction cannot be removed, ALT is obligated to offer an appropriate alternative to the guest. ALT must not offer a service of lesser value than the claimed service as an alternative. Should the client refuse to accept the offered solution at the given location, ALT is not obligated to accept later complaints; respectively, if there is an appropriate alternative, the client is obligated to accept it. If the causes of the complaint are justified, the solution of reclamation will be considered, if the causes are removed.

If an acceptable solution cannot be found, the client keeps the right to cancel the reservation, without the accrued cancellation costs, only after the Minute is written. If the complainant is unjustified and the guest departs from the place of service, s/he loses the right to later complain and refund.

In the case of justified reasons of dissatisfaction not being removed, 14 days upon returning from vacation, at the latest, the Client is obliged to send an additional complaint, by e-mail or mail, to Adria Luxury Travel d.o.o, Svetog Križa 3, 20 000 Dubrovnik, Croatia.

ALT is obligated to issue a written decision to the additional complaint within 14 days of receiving the complaint. The decision can be delayed for another 14 days, at most, only in the event that additional information and checks are required. ALT is obligated to inform the client, in writing, about the time extension. ALT deals only with complaints whose cause could not be removed at the place of service.

The guest will relinquish the agent, and arbitration of the court, as well as the right to release public information until the agency, has made a decision. ALT can determine whether an additional complaint is justified or not depending on the circumstances and facts from the Minute, as well as on the basis of proofs (photographs, video, etc.). If the complainant is found unjustified, all eventual costs caused by reclamation will be billed to the client. The highest fee can be equal to the part of the service, on which the reclamation is made, and may not include services already used or the overall cost. With this, the client's right to return the ideal claim is excluded.

ALT is not responsible for the contents that are not included in the reservation (the object state nearby, noise, street construction, etc.), weather conditions, the purity and temperature of the sea, or similar factors which may cause dissatisfaction or any form of force majeure consequences that are not able to be controlled by ALT.

14. THE COURT JURISDICTION

If the Client is not satisfied with the decision made about the complaint, s/he may complain to the arbitration of CTAA or the court. In the case of a lawsuit, the commercial court in Dubrovnik has jurisdiction. The law of The Republic of Croatia applies.

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