

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 agency, or ALT) program offer are published on the www.adrialuxurytravel.com web page according to described standards and contents.

ALT guarantees the authenticity of pictures and information from its own offer, as well as for the conditions under which certain service is offered.

The standards of meals, other services, etc. in certain locations and countries are variable 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 obliged to provide the Client with every chosen service from its own program according to data and terms published on the official web pages and/or brochures, or delivered to the Client in written form and in line with the description at the time of confirmed reservation, except in the case of illness, bad sea/weather conditions, force majeure (natural disasters, war, strike, etc.) or a 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 completing the inquiry, the Client is obliged to fill in the form with all of the required information, i.e. during application in our office or our representatives' offices, to show all required documents necessary to carry out the prescribed procedure. ALT does not take responsibility for authenticity of information provided by the Client during application.

Before the submission of the inquiry form, the Client must confirm that s/he is familiar with and agrees to the current general terms of provision of services. In this way, all statements written in the general terms agreement become obligatory for the guest, as well as for the ALT agency.

3. PAYMENTS

In order to confirm the reservation, the Client is obliged 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 payment of the reservation, 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.

Additional services are those which are possible but not included in cost of the basic service, and are additionally charged. Additional services should be requested during the reservation process and are separately displayed in the final invoice.

Optional services are those provided by the ALT agency as a part of a certain program, but are not mandatory for the client to accept.

The costs of all services from the ALT program offer are declared in Euros.

ALT keeps the right of costs modification due to an exchange rate alternation. If the exchange rate alternation has takes place before the confirmation of the reservation (advanced payment) ALT will inform the Client about cost modification. Should the reservation already be confirmed, ALT guarantees fixed costs.

If there are several discounts available for a certain service, the one most beneficial to the Client will apply.

5. TRAVEL INSURANCE

ALT offers the possibility of accepting the travel insurance which contains:

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

If the Client accepts the travel insurance s/he is obliged to indicate so during the reservation process. S/he will be introduced to the costs of the insurance company services and the ALT agency procurement fees. By accepting these General Terms and Conditions the Client confirms that insurance was offered to them.

6. ALT AGENCY'S RIGHT TO CHANGES AND TERMINATION

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

The change of reserved service is possible only if Client agrees and the service has the same or higher quality standard, and at the price confirmed during the reservation.

In the 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 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 compliant with 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 (e-mail, regular mail, and fax). A change is considered as any 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 start of reservation will be considered as 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 when written termination notice is received, and will include:

- For cancellations at any point of time, the ALT agency 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 cancelled due to illness, bad sea/weather conditions, force majeure (natural disasters, war, strike, 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. ALT AGENCY'S OBLIGATIONS

Obligations of the ALT agency include the careful selection of the choice of service providers, as well as managing the services in line with good economic practice, and protection 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).

9. CLIENT OBLIGATIONS

Client is obliged to:

- Have valid travel documents
- Respect customs and currency regulations of the Republic of Croatia, as well as of the states 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 eventual delay to arrive to departing/collecting location at estimated time
- Upon departure, give the payment receipt to a service provider (reference/voucher received by mail or e-mail after payment of reservation/service/s)
- Determine whether a visa is required

All possible expenses occurred as result of non-compliance with aforesaid obligations Client defrays to the ALT agency and is responsible for the claim done.

10. 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.

11. CLIENT EVALUATION AND COMMENTS ON SERVICES PROVIDED

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

12. 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 written complaint. Every voucher bearer must submit the complaint separately.

Reclamation Procedure:

If the Client is unsatisfied with the product or service from the ALT program offer, the Client is obliged to inform ALT and indicate the reason of dissatisfaction on the telephone number (+385) 20 700 700. ALT will try to uncover the reasons of 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.

Complainant is obliged to wait for a representative of the ALT agency at the certain location in agreed time. In the event that it is not possible to contact the ALT agency, the guest is obliged to make 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 obliged to cooperate with the ALT agency representative in good faith in order to remove the causes of reclamation.

Upon arrival to the location, the ALT agency representative will check all the entries of the reclamation by the inspection of 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 obliged to offer an appropriate alternative to the guest. ALT must not offer service of lesser value than the claimed service as an alternative. Should the Client refuse to accept the offered solution at the given location, the ALT agency is not obliged to accept later complaints; respectively, if there is an appropriate alternative, the Client is obliged to accept it. If the causes of 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 of later complaint and refund.

In the case of justified reasons of dissatisfaction not being removed, 14 days upon returning from vacation, at latest, the Client is obliged to send an additional complaint, by mail, to ALT d.o.o – Svetog Križa 10B, 20 000 Dubrovnik, Croatia.

ALT is obliged to issue a written decision to the additional complaint within 14 days after receiving the complaint. The decision can be delayed for an additional 14 days, at most, only in the event that additional information and checks are required. ALT is obliged 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 arbitrage 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 of 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.), or for weather conditions, the purity and temperature of the sea or similar factors which may cause dissatisfaction.

13. THE COURT JURISDICTION

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

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