General Travel Terms in PBZ Card, Ltd., Travel Agency

1. TERMS
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Agreement – an agreement on organizing a travel trip, closed between the Travel Organizer, that is, a person authorized by the Travel Organizer, and the Travel Agent in order to realize a travel trip according to the determined Travel Program, that is, the Individual Travel Program.

Travel Organizer – PBZ Card, Ltd., Travel Agency

Travel Agent – a person who closes a Travel Agreement, regardless of who the Traveler may be.

Traveler – a person undertaking the travel trip, regardless if that person is a Travel Agent or a Subagent.

Travel Package Deal – a service determined in advance, consisting of at least two individual services of transport, accommodation or other tourist and catering services as a whole, within the 24 hours or longer period, excluding the overnight stay, sold according to the price determined in advance.

Travel Program – every promotion material in relation to the determined Travel Package Deal with a set Travel Program, as a general offer by the Travel Organizer and a part of this Agreement, under the condition that the Agreement itself does not regulate otherwise.

Individual Travel Program – a Travel Package Deal devised upon the request by the interested Travel Agent, that is, the Traveler.

Voucher – a written document in the name or for a group of travelers, containing non-transferable rights of such persons to such services. The Traveler has the right to receive service provided to provide services to the person whose name is on the voucher.

Subagent – third parties used by the Travel Organizer to promote, sell or negotiate travel.

2. GENERAL PROVISIONS

General Travel Terms, Travel Program, that is, the Individual Travel Program, that is, the Individual Travel Program contains the Travel Pricelists and standards for travel. Data contained in the Travel Program, that is, the Individual Travel Program may be changed by the Agreement, in which case the provisions agreed by the Agreement between the Travel Organizer and the Travel Agent, that is, the Traveler. In case the provisions of the Agreement and/or the Travel Program, that is, the Individual Travel Program and/or the General Travel Terms differ in their content, first the Agreement, then the Travel Program, that is, the Individual Travel Program and finally these General Travel Terms shall apply.

By signing the Agreement or the voucher or the reservation confirmation, the Travel Agent accepts these General Travel Terms in full.

3. REGISTRATION AND PAYMENT

Travel registration may be done by anyone quoting the names of the travelers and other information necessary to realize the Travel, in the Travel Organizer’s office personally, by phone, fax, e-mail or other means of communication, as well as at the authorized Subagent’s offices.

The Travel Agent, that is, the Traveler, is obligated, upon the request by the Travel Organizer, to deliver all information and documents necessary to conclude the Agreement. The Travel Organizer has the right to request and keep the copies of the documents if this is required to realize the Agreement on Organizing Travel. In case the Travel Agent, that is, the Traveler, has not delivered all required information and documents within the determined period and in the manner quoted in the Travel Organizer’s request, he/she shall be deemed to have canceled the Agreement.

The Travel Agent, that is, the Traveler, shall be responsible for all the damages and losses caused by providing false and/or incomplete information, that is, documents.

Prior to signing of the Agreement, the Travel Agent shall pay the advance payment in the amount of 40% of the travel price per Traveler, and the difference to the latest 15 days before the departure. In case the Travel Agent should not pay the rest of the price within the agreed period, the Agreement shall be deemed as cancelled and the Travel Organizer reserves the right to uphold Article 9 of the General Travel Terms.

The Travel Agent shall be deemed as having fulfilled the obligation to pay the advance payment on the day the advance payment was received by the Travel Organizer, or on the day the Travel Organizer receives a written consent from the Travel Agent on charging his credit card to pay the advance payment or the agreed price of the Travel. With Individual Travel Programs the advance payment shall be made according to the Travel Agent’s price list. This payment shall mean the Travel Agent accepted the Individual Travel Program.

In case of canceling the already accepted Individual Travel Program, that is, the Travel Agent cancels the travel trip and does not apply, and the Travel Organizer reserves the right to keep the amount paid as the advance payment. The advance payment shall be included in the Travel price. In case the Travel Organizer is unable to confirm the reservation of the advance payment, the paid advance payment is refunded in full.

4. TRAVEL PACKAGE DEAL PRICE, SPECIAL SERVICES

The Travel Package Deals prices are published in kunas and shall be valid from the day they are published in the Travel Program. The Travel Package Deal prices, unless the Agreement states otherwise, shall be in general include transport, accommodation and catering services, travel organization expenses and the obligatory legal insurance fee (depending on a group of Travelers). The individual price does not include, unless otherwise agreed, airport taxes, visa issuing expenses, tickets for visiting tourist places and optional tourist contents.

The Travel Organizer shall ensure the providing of special services under the condition that such services (a single room, special diet and so on) are estimated in advance and paid for by the Travel Agent, that is, the Traveler. Under the condition the Travel Agent, that is, the Traveler ordered them prior/at the time of signing the Agreement.

In case such special services are not an integral part of the Travel Program, that is, the Travel Agent, that is, the Traveler may order them prior or during the Travel, the Travel Organizer shall attempt to ensure the providing of these services from their direct provider. In such case, the Travel Organizer, that is, the Traveler shall be obligated to pay the price for the requested special services in the manner and according to terms requested by the direct service provider, enlarged by the Travel Organizer’s fee to the Travel Organizer to organize such services even in the case the Travel Agent, that is, the Traveler should forsake such ordered special services.

Possible special discounts to the full price of the Travel Package Deal, for example, for children or other benefits for travelers, are applicable only if stated in the Travel Program.

5. PRICE CHANGES OF TRAVEL PACKAGE DEALS AND THE RIGHT TO TERMINATE THE AGREEMENT DUE TO THE INCREASED PRICE

The Travel Organizer shall issue a Travel Package Deal based on the exchange rates between the kunas and foreign currencies according to the sales exchange rate of Croatian National Bank Zagreb, dd. valid on the day of signing the Agreement.

The Travel Organizer retains the right to increase the agreed price of the Travel Package Deal in case the exchange rate increases in relation to the exchange rate valid on the day of signing the Agreement, as well as in case the Travel Package Deal price is not a multiple of available transport, accommodation or price and transport tariffs. In this cases, the total Travel Package Deal price shall increase in accordance with the amount of each individual service for their share in forming the total price of the Travel Package Deal.

In case the increase of the Travel Package Deal prices is up to 10%, the Traveler shall inform the Travel Organizer on the increased price.

In case the increase is more than 10%, the Travel Agent retains the right to terminate the Agreement, and the right to the reimbursement of the paid costs, without an obligation to compensate damages to the Travel Organizer, unless the increase is caused by extraordinary external circumstances that the Travel Organizer could not predict, avoid or remove.

In case the Traveler has not provided a larger portion of the negotiated price after the beginning of the Agreed period, the Travel Organizer shall find he/she may not be able to provide such services, the Travel Organizer may, at his own expense and with the consent of the Traveler, change the Travel Program. If the Travel Organizer cannot, reimburse the Travel Agent, that is, the Traveler, for the difference in the price between the agreed and the actually provided services.

If the Travel Package Deal should not be modified in the appropriate manner or the Travel Agent, that is, the Traveler, should not accept the changes for justified reasons, the Travel Organizer shall at his own expense, enable the Traveler to return to the departure location or some other location, if the Traveler agrees, and reimburse him for the amount appropriate to the unused portion of the Travel Package Deal.

The Travel Organizer may during the Travel change his Travel Package Deal, that is, the agreed services only upon the prior written consent from the Traveler, unless this is necessary and reasonable for the purposes of the Travel Organization, according to Article 9 of these General Travel Terms. The Travel Organizer may during the travel change the travel trip due to the insufficient number of Travelers, as stated in each Travel Program, registered for the travel trip. In case the Travel Organizer is canceling the travel trip due to the insufficient number of Travelers, the Agreement may be executed at the latest 5 calendar days before the departure.

In case the Travel Organizer cancels the travel trip, the Travel Agent, that is, the Traveler has the right to a total reimbursement of the paid costs, without an obligation to compensate damages to the Travel Organizer, reimbursement of costs for the visa, insurance or similar services.

9. CANCELLATION OR TRAVEL TERMINATION BY THE TRAVEL ORGANIZER

The Travel Organizer may cancel the travel trip due to force majeure before or during the travel without the obligation to reimburse the Traveler, in case the Travel Agent, that is, the Traveler, cancels the travel trip during the travel due to an insufficient number of Travelers, as stated in each Travel Program, registered for the travel trip. In case the Travel Organizer is canceling the travel trip due to the insufficient number of Travelers, the Agreement may be executed at the latest 5 calendar days before the departure.

When negotiating charter travels, incentive travels, cruising, foreign language courses abroad, congress trips, fairs and other specific programs, as well as programs during the Christmas, New Year’s, Easter and other holidays, special terms of collecting expenses after travel cancellation shall apply. In case the Travel Agent, that is, the Traveler, cancels the travel, the Travel Organizer retains the
right to collect on all incurred costs, up to the full price of the Travel, regardless of the notice periods in Article 9.a of these General Travel Terms.

In case of canceling the travel trip that includes air and/or ship transport, the conditions of the return flights are defined in the General Travel Terms of the air company, that is, the shipping company.

An oral cancellation by the Travel Agent, that is, the Traveler, shall be confirmed in writing, by a letter, fax or e-mail. In case the Travel Agent, that is, the Traveler, does not confirm the oral cancellation in writing, the cancellation shall not be deemed as valid.

If the Travel Agent, that is, the Traveler, upon their own request, cancels the travel in progress, they have no right to a compensation of the expenses occurring due to the earlier return to the departure location.

10. TRAVEL INSURANCE

The agreed price does not include insurance against the risks of an accident and/or illness during the trip, baggage damage or loss, travel health insurance or other insurance. At the time of the signing, the Travel Agent shall offer the Travel Agent, that is, the Traveler, the aforementioned insurances. The Insurance Agreement may be signed with the insurance company offering such insurance policies or with the Travel Organizer, who then acts in the name and for the account of the insurer.

11. HEALTH REGULATION

The Traveler is obligated to inform the Travel Organizer of all facts regarding his health or habits that may endanger or restrict travel (if for health or other reasons, the Traveler requires a certain type of food, has a chronic disease, allergies and so on). In some Travel Programs, there are travel regulations including an obligatory inoculation and obtaining appropriate documents, as regulated by the World Health Organization for traveling in some countries, that is, according to the regulations of the destination or the travel through the country, so that the Traveler is obligated to receive inoculation and/or obtain appropriate documents on inoculation. The Traveler shall be responsible for the information not in accordance with the regulations of the destination or the travel through the country, that is, the Traveler shall be responsible in case the travel trip should not begin or be interrupted for reasons of the Traveler not receiving inoculation, that is, not possessing an appropriate inoculation document and/or the Travel Agent guarantees the travel trip.

12. PERSONAL TRAVEL DOCUMENTS

Travelers are obligated, at their own expense, to obtain and possess valid personal travel documents for the whole duration of the travel trip, that is, the Traveler is obligated to provide valid personal travel documents, as regulated by the World Health Organization and obtaining appropriate documents, as regulated by the World Health Organization for traveling in some countries, that is, according to the regulations of the destination or the travel through the country, so that the Traveler is obligated to receive inoculation and/or obtain appropriate documents on inoculation. The Traveler shall be responsible for the information not in accordance with the regulations of the destination or the travel through the country, that is, the Traveler shall be responsible in case the travel trip should not begin or be interrupted for reasons of the Traveler not receiving inoculation, that is, not possessing an appropriate inoculation document and/or the Travel Agent guarantees the travel trip.

In case of theft or loss of personal travel documents during the travel trip, the Traveler shall be responsible for the costs of obtaining new documents, as well as for the expenses resulting from it. The Travel Organizer shall assist the Traveler in case of theft/loss of personal travel documents, respecting the normal sequence of the procedures. The Travel Organizer shall be obligated to respond for the decisions of customs, police and other official bodies who do not allow the Traveler to enter or exit individual countries, and that provide travel documents for traveling abroad, as regulated by the travel regulations and/or cancellation of the travel by the Travel Agent, that is, the Traveler, shall apply. In case a visa is required for the travel trip, the Travel Agent, that is, the Traveler, shall send an invitation and/or make a reservation to the Travel Organizer for obtaining a visa, that is, to the Traveler, who is obligated to respond. The Travel Organizer does not guarantee the issuing of the visa.

13. TRAVELER’S OBLIGATIONS

The Traveler shall respect the regulations and instructions of the Travel Organizer, in the manner of good business practice. The Travel Organizer shall care for the rights and interests of the Traveler in accordance with good business customs in turism. The Travel Organizer shall provide all services from the Travel Program to the Traveler and shall be liable to the Travel Agent, that is, the Travel Organizer, for the performance of the Travel Program or for a partial or entire fulfillment of such services. The Travel Organizer shall not be liable for potential errors during the publishing of the Travel Programs/Travel Packages for the respective destination.

The Travel Organizer shall provide all agreed services in full and as described in the Travel Program, except in cases of force majeure (traffic accidents, weather conditions, terrorist acts and so on). In such cases, the Travel Organizer shall ensure the provision of services depending on the instructions from the government of the country where the force majeure event occurred. In case the country regulations included in the Travel Program at the time of departure or during the travel trip should not guarantee the safety of the stay and/or travel, the Travel Organizer retains the right to modify the Travel Program in accordance with such new regulations.

The Travel Organizer shall guarantee the quality of services in accordance with the standards in the country where such services are provided. The Travel Organizer shall exclude every liability in case of modifications or changes caused by force majeure, as well as by transport delays that are not the responsibility of the transport service provider according to the positive regulations and international conventions. In such cases, the Travel Organizer shall not be obligated to cover Traveler’s additional costs. In case of terrorist actions, natural catastrophes, epidemics, unforeseen or wars in some regions, as well as other reasons outside the influence of the Travel Organizer, if occurring during the Travel, the Travel Organizer shall enable the Traveler to return to the departure location.

The Travel Organizer shall warn the Travel Agent, that is, the Traveler, on the country of destination’s standard level (differences in the travel regulations): as well as on the possibility that the Travel Program may differ due to local customs and rules.

15. INSURANCE IN CASE OF INSOLVENCY OR BANKRUPTCY - DEPOSITS

The Travel Organizer has closed an Agreement on Insurance in case the insolvency or bankruptcy of the Travel Organizer shall prevent the travel trip, that is, for the reimbursement of the Traveler’s expenses to return to the departure location. In case of such an event, the Travel Agent, that is, the Traveler, should contact the insurer from the Agreement, or the other appropriate document, and deliver the necessary documentation upon the insurer’s request.

16. DAMAGE INSURANCE

The Travel Organizer has closed an Agreement on Insurance in case of liability for damage and/or loss of property caused by force majeure, by the failure to comply, partially or irregularly fulfilling the obligations in relation to the Travel Package Deal.

17. AIR TRANSPORT CONDITIONS

The air transport conditions for the Traveler and the baggage are defined by the air carrier company and the Traveler is obligated to uphold them.

18. BAGGAGE

The Travel Organizer shall not be liable neither for the damaged, stolen or lost baggage, nor for the luggage or valuables stolen in the accommodation and/or transport services. The Travel Organizer is not responsible for the information not in accordance with the description of services and premises in the published Travel Programs, received by the Travel Agent, that is, the Traveler, from third parties. The Travel Organizer shall not be responsible for the information not in accordance with the description of services and premises in the published Travel Programs/Travel Packages, received by the Travel Agent, that is, the Traveler, from third parties.

19. CATEGORIZATION AND SERVICE DESCRIPTION

The offered services shall be described according to the official categorization of the state where the Traveler stays during the Travel, valid at the time of issuing the Travel Program, for services in the accommodation and transport, and according to the insurance terms, as well as for the purposes of further communication. The Travel Organizer shall use the obtained information only for the purpose of realizing the services, and not to sell them to third parties. Personal information shall be kept in a data base, in accordance with the Management Board of the Travel Organizer on the request of the Traveler and granting storing personal information.

20. RECEPTION AND ACCOMMODATION

The designated accommodation shall be determined at the reception of the accommodation premises. In case the Travel Agent, that is, the Travel Organizer, does not confirm the specific rooms or apartments, the Traveler shall explicitly request a room or an apartment with special features, he shall accept any officially registered room, apartment, cabin or similar, described in the Travel Program.

Before the signing of the Agreement, the Travel Agent, that is, the Traveler who travels with pets, is obligated to request information from the Travel Organizer to enable the provision of accommodation for pets in the accommodation premises or the option to pay extra for such services.

The Traveler shall respect the rules in the accommodation units regarding the storing of personal belongings, as well as the responsibility of the Traveler shall be responsible for potential additional costs.

21. COMPLAINTS AND CLAIMS

In case the Travel Agent, that is, the Traveler, has stated a complaint in relation to the failure to fulfill, that is, a partial provision of indivi-