

# GENERAL TRAVEL TERMS IN PBZ CARD, LTD, TRAVEL AGENCY

## 1. TERMS

**General Travel Terms** - General Travel Terms in PBZ Card, Ltd, Travel Agency

**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 at the same time also the Travel Agent

**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 including at least one 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, that is, the order to the direct service provider 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.

All terms mentioned in these General Travel Terms, written with a capital letter, signify the meaning given in this Article of these General Travel Terms, under the condition that they are not differently defined by the Agreement.

## 2. GENERAL PROVISIONS

General Travel Terms, Travel Program, that is, the Individual Travel Program are all parts of the Agreement. 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 or the approval to charge the card, the Travel Agent, that is, the Traveler accepts these General Travel Terms in full.

The Agreement shall be deemed as obligatory after the Travel Organizer's employee, that is, the Subagent and the Travel Agent have signed it and the agreed price has been paid in full, or partially, but the rest of the agreed amount has been secured, until the agreed date.

Under the condition that the Travel Agent, that is, the Traveler is not able to personally sign the Agreement, the Agreement shall be legally binding only when the Travel Organizer has received the total amount of the agreed price in full, or partially, but the rest of the agreed amount has been secured, until the agreed date.

In case the Traveler is a minor, and the Travel Agent is not a parent (guardian) of the child, the Agreement shall be deemed obligatory and legally binding only when the abovementioned condition has been met and when the child's parent consents to the agreed Travel, that is, to the Agreement's provisions, by signing the Agreement or providing a special written consent.

## 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 required to realize 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 fails to deliver the required information within the determined period and in the manner quoted in the Travel Organizer's request, he shall be deemed to have canceled the Agreement.

The Travel Agent, that is, the Traveler shall be responsible for all the damages to him or the Travel Organizer 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 these 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 paid to the Travel Organizer's account, that is, 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 Organizer'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, Article 9 of these General Travel Terms shall 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 amount shall be refunded in full.

## 4. TRAVEL PACKAGE DEAL PRICE, SPECIAL SERVICES

The Travel Package Deal 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 in general include transport, accommodation and catering services, travel organization expenses and the obligatory legal insurance (deposit). The Travel Package Deal prices in general do 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 quoted and described in the Travel Program and 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, and 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 this case, the Travel Agent, 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 for the 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

Travel Package Deal prices are in kunas, based on the exchange rates between the kuna and foreign currencies according to the sales exchange rate of Privredna banka Zagreb, dd, valid on the day of signing of 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 the signing of the Agreement, as well as in case the Travel Package Deal prices change, especially transport prices, including gas, toll fees and similar, increased accommodation prices and transport tariffs. In this cases, the total Travel Package Deal price shall increase reciprocally to the increase of the price 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 Travel Organizer shall inform the Travel Agent 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, under the condition that the Travel Organizer has been informed on the termination of the Agreement at the latest within three (3) working days after receiving a written notification on the price increase for more than 10%. In case the travel is not cancelled within this period, it shall be deemed that the Travel Agent has agreed and accepted the change, that is, the price increase.

## 6. TRAVEL DOCUMENTS

Travel documents are documents that the Travel Organizer delivers to the Travel Agent, that is, the Traveler, necessary to realize the travel from the Agreement (for instance, the original voucher, Travel Program, air tickets, written information and so on).

All travel documents shall be delivered to the Traveler at the latest 7 days before the trip, unless the Travel Program, that is the Individual Travel Program, should state otherwise.

In order to avoid any doubt, the travel documents as described in these General Travel Terms do not include personal travel documents.

## 7. CHANGE OF AGREEMENT / TRAVEL PACKAGE DEAL

In case the Travel Organizer should significantly modify the agreed Travel Package Deal (program, accommodation or price and similar) before the departure, he shall be obligated to inform the Travel Agent in writing and without delay. The Travel Organizer may offer the Travel Agent a changed Travel Package Deal, that is, the Agreement with the stated modifications and their influence on the agreed travel price.

The Travel Agent shall within 2 (two) working days from receiving such an offer, inform the Travel Organizer on the acceptance or decline of the offered modifications.

In case the Travel Agent should decline the modifications, he also retains the right to terminate the Agreement without the obligation to reimburse potential damages or costs to the Travel Organizer, or the right to use another appropriate travel for the paid price if the Travel Organizer should offer such a new travel trip, without the obligation to pay the difference in the price in case the price of the new travel trip is higher, that is, the right for the reimbursement for the paid amount in full. If the Travel Agent should not respond to the Travel Organizer's offer, this offer shall be deemed as declined and the Agreement terminated after the time period from the previous article.

The Travel Agent, that is, the Traveler has no right to damage compensation if the modifications to the Travel Package Deal are caused by extraordinary external circumstances that the Travel Organizer could not predict, avoid or remove.

In case the Travel Organizer has not provided a larger portion of the negotiated services after the travel trip has began, or the Travel Organizer should find he 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 Package Deal and, if necessary, 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 Traveler may during the Travel change his Travel Package Deal, that is, the agreed services only upon the prior written consent from the Travel Organizer, under the condition that he pays the difference in price of the changed Travel, in case such changes increase the price of the Travel Package Deal.

## 8. 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 Travel Agent, that is, the Traveler for the damages, as well as in case 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, this right to terminate 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 travel price, but not to a reimbursement of costs for the visa, inoculation or similar services.

## 9. CANCELLATION OR TRAVEL TERMINATION BY THE TRAVEL AGENT / TRAVELER

**a.** In case the Travel Agent, that is, the Traveler cancels the travel trip, the Travel Organizer retains the paid amount depending on the time of the cancellation, as follows:

- up to 30 days before the departure - 10 % of the price, 100,00 kunas at least
- 29 to 22 days before the departure - 25 % of the price
- 21 to 15 days before the departure - 40 % of the price
- 14 to 8 days before the departure - 80 % of the price
- 7 to 0 days before the departure - 100 % of the price
- after the departure - 100 % of the price.

In case the actual expenses, that is, the share in fixed expenses of the group are greater than those from the above table, the Travel Organizer retains the right to collect the actual costs. These notice periods apply also in case the departure date has been changed. In case the Travel Agent, that is, the Traveler should cancel the travel trip during the travel, due to extraordinary external circumstances not predictable at the time the Agreement was signed, that is, unavoidable and insolvable, the Travel Organizer has the right to be reimbursed only for the actual costs.

If the Travel Program sets different conditions for cancellation, the termination conditions from the Travel Program shall apply.

**b.** 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 should cancel 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 refund are defined in the General Travel Terms of the air traffic 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 should not confirm the 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 termination, nor travel health insurance. At the time of the signing, the Travel Organizer 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 the travel trip (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 country, so that the Traveler is obligated to receive inoculation and/or obtain appropriate documents on inoculation. The Traveler shall be responsible to possess valid certificates and documents on inoculation. 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 document on inoculation, Article 9 of these General Travel Terms shall apply.

## 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. The Travel Agent, that is, the Traveler shall be solely responsible in case he is unable to realize the travel trip due to missing valid personal travel documents. In such cases the Travel Agent, that is, the Traveler shall be deemed as canceling the Travel and Article 9 of these General Travel Terms shall apply.

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 this. The Travel Organizer shall assist the Traveler in case of theft/loss of personal travel documents, respecting the normal sequence of the Travel Program. The Travel Organizer shall not be responsible for the decisions of customs, police and other official bodies who do not allow the Traveler to enter or exit individual countries, and that provisions from the General Travel Terms regarding the termination 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 may, against a fee, mediate in issuing the visa, if such services have been agreed upon with the Travel Agent, that is, the Traveler. The Travel Organizer does not guarantee the issuing of the visa.

## 13. TRAVELER'S OBLIGATIONS

The Traveler shall respect the rules of conduct in accommodation premises (e.g. hotels, hostels, apartments, college, residences, private accommodation and so on), that is, the transport vehicles, and refrain from endangering a regular and unobstructed operation of the Travel Program by his conduct. In case the Traveler should cause damages to the service provider in the accommodation premises or transport vehicles, that is, prevent regular and unobstructed operation of the Travel Program, the Traveler shall remove such damages, that is, reimburse the damaged party in collaboration with the service provider and the Travel Organizer.

In case the Traveler should endanger the regular and unobstructed operation of the Travel Program, the Travel Organizer shall have the right for damage compensation, as well as to terminate the travel trip. This shall be construed as travel terminated upon the Traveler's request.

If the Traveler from the case described in the previous paragraph is a minor, that is, a child, the parent is obligated to accept the child upon the return home, that is, to pick up the child at his own cost.

The Traveler shall respect the foreign currency and custom regulations of the Republic of Croatia, as well as the legal regulation of all the countries of the travel trip. In case traveling is not possible due to a breach of regulations, all incurred costs shall be the responsibility of the Traveler.

## 14. TRAVEL ORGANIZER'S OBLIGATIONS

The Travel Organizer shall care for the provision of services, as well as the selection of service providers, in the manner of good business practices. The Travel Organizer shall care for the rights and interests

of the Traveler in accordance with good business customs in tourism. 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 Traveler for potential failures to provide or a partial provision of such services. The Travel Organizer shall not be liable for potential errors during the publishing of the Travel Program/Travel Package Deal.

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 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 transit, the Travel Organizer retains the right to modify the Travel Program according to such circumstances.

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 failures to provide services if 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, unrests 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 relation to the standards of the country where the Traveler lives), 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 - DEPOSIT

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 insured event, the Travel Agent, that is, the Traveler should contact the insurer from the Agreement, or the other appropriate document, without delay 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 the damages to the Travel Agent, that is, the Traveler, by the failure to fulfill, 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 traffic 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 hotel (renting and using of a safe is recommended), that is, in the transport vehicles. Every theft or damage shall be reported by the Traveler to the transport company or the accommodation reception.

## 19. CATEGORIZATION AND SERVICE DESCRIPTION

The offered accommodation and transport services are 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. All services in the accommodation and transport units (hotels, apartments, trains and so on) are under supervision of the local tourist boards, which may result in different and incomparable standards of accommodation and services. 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, received by the Travel Agent, that is, the Traveler from third parties.

## 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 Traveler did not 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 on the option of the accommodation of 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 check-in and check-out times or 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 indi-

vidual services from the Travel Package Deal, the complaint shall be made to the person obligated to provide the service in a regular manner, without delay, and to the Travel Organizer not later than 8 days from the end of the travel trip. The Travel Organizer shall not be obligated to consider the complaints made after this time period.

The Traveler is obligated to collaborate with the Travel Organizer and the direct service provider in order to remove the cause of the complaint. In case the Traveler should decline to accept the offered complaint resolution, appropriate in comparison to the agreed service in type and quality at the spot, the Travel Organizer shall not accept the late complaint from the Traveler, and neither is the Travel Organizer obligated to respond.

If the service has not been provided in the agreed manner after the complaint, the Traveler shall request a written confirmation from the service provider and enclose it with his written complaint within eight days after the end of the travel trip, otherwise the Travel Organizer may not consider the complaint.

Complaints after the travel trip without a written confirmation shall be deemed as not justified.

The Travel Organizer shall respond to the complaint in writing within 14 days after receiving the complaint, and retain the right to request a postponement of the resolution in order to collect information and verify the complaint with the service provider. The Travel Organizer shall resolve the complaint only when its cause was not possible to resolve at the location.

Until the Travel Agent, that is, the Traveler does not receive the Travel Organizer's decision, the Travel Agent, that is, the Traveler shall refrain from initiating any processes in relation to the complaint, as well as release any information to the media. The highest compensation per complaint may reach the amount of the advertised portion of services, shall not include services provided, nor the total price of the Travel Package Deal. This also excludes the right of the Travel Agent, that is, the Traveler for the compensation for immaterial damages. In case of the "fortuna system" or the "last minute" travel agreements, the Traveler has no right to complain about the accommodation.

## 22. OBLIGATORY CONSIDERATION OF THE CONCILIATION OPTION

In case of disputes resulting from or in relation to this Agreement, the parties agree to first consider the option of a peaceful resolution of such disputes in the process of conciliation in accordance with the Statute of the selected Conciliation Center and the Law on Conciliation. If the parties agree that a peaceful resolution of the dispute is possible, the parties shall determine which Center shall perform conciliation and name the members of the conciliation council.

## 23. JURISDICTION AND THE APPLICABLE LAWS

The parties shall attempt to resolve all disputes from this Agreement peacefully and in accordance with Article 22 of these General Travel Terms. Otherwise the parties agree on the jurisdiction of the court in Zagreb and the application of the valid regulations of the Republic of Croatia.

## 24. PROTECTION OF PERSONAL INFORMATION

Traveler's personal information shall be used for the purposes of realizing the agreed travel, including the forwarding of personal information to third parties in the country and abroad, as well as to insurers in case the Travel Agent, that is, the Traveler chooses to negotiate the selected insurance through the Travel Organizer, as well as for the purposes of further communication. The Travel Organizer shall use the obtained information only for the purposes of realizing the requested services, and shall not reveal, give or 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 manner of gathering, processing and storing personal information.

## 25. GENERAL TRAVEL TERMS IN CRUISING / SHIP TRANSPORT

If the Travel Program relates to cruising, that is, includes ship transport, the application of these General Travel Terms shall be excluded in the provisions otherwise determined by the General Travel Terms of the shipping company. In such cases the General Travel Terms of the shipping company shall apply, except in the rights of the Travel Organizer to cancel the Travel due to an insufficient number of Travelers, and the Travel may be cancelled in case of an insufficient number of Travelers by the appropriate regulations of the General Travel Terms of the shipping company or these General Travel Terms.

By signing the Agreement, which is an integral part of the Travel Program from the above provision, the Travel Agent, that is, the Traveler confirms to have received the General Travel Terms of the shipping company and agrees that such General Travel Terms are integral parts of the Agreement, thus accepting the General Travel Terms by the shipping company in full.

## 26. FINAL PROVISIONS

These General Travel Terms shall be valid from January 15, 2013.

On the date of these General Travel Terms in PBZ CARD, Ltd, Travel Agency, General Travel Terms in PBZ CARD, Ltd, Travel Agency from October, 2008 shall be considered null and void.

Zagreb, January, 2013