



PACKAGE TRAVEL ARRANGEMENT CONTRACT / GENERAL TERMS AND CONDITIONS

Article 1

SUBJECT OF THE CONTRACT

The subject of this Package Travel Arrangement Contract / General Terms and Conditions (hereinafter: 'Travel Arrangement Contract' or 'Contract') constitutes an integral part of every travel arrangement program concluded between **ILIOS TRAVEL COMPANY d.o.o. turistička agencija (owner of the brand 'ILI Luxury Travel')**, Jezerska 32C, HR-10000 Zagreb, VAT ID: **HR49309824283**, travel agent ID: **HR-AB-01-081077492**, court registry number (Courty Registry of the city fo Zagreb): **081077492**, director and travel agency manager: **Romana Šešlak Cvijanović**, (hereinafter: 'ILI Luxury Travel', 'travel agency' and/or 'tour operator') and the **TRAVELLER** (hereinafter: 'Traveller') or **TRAVEL ARRANGEMENT MEDIATOR** (hereinafter: 'Travel Arrangement Mediator' or 'Mediator'), precisely another person or travel agency which is concluding this Travel Arrangement Contract on behalf of the actual Traveller. In the event when the Mediator concludes this Contract on behalf of the Traveller, the Mediator guarantees that s/he is authorized by the Traveller to act on his/her behalf, to share Traveller's personal information with the tour operator for the purpose of travel program execution and to accept all contractual obligations that arise from this agreement.

This Travel Arrangement Contract becomes binding once signed by the legal representative of the Ilios Travel Company d.o.o turistička agencija and the Traveller or the Mediator (on Traveller's behalf). In case neither the Traveller nor the Mediator is able to sign the contract in person, this Travel Arrangement Contract also becomes binding by giving consent/travel arrangement booking confirmation via Email or by settling either full or partial payment of the agreed travel program price to the tour operator's official bank account. Different Terms and Conditions may apply depending on the travel program, which would be precisely specified in every travel program issued by ILI Luxury Travel.

Article 2

BOOKING PROCEDURE AND PAYMENTS

All of ILI Luxury Travel's itineraries and travel services are custom-made and handled personally according to each Traveller's or Mediator's request. An inquiry for a personalized travel service can be placed either personally in the office of Ilios Travel Company d.o.o. turisticka agencija, electronically via Email, fax or by sending the request via mail. Based on the Traveller's or Mediator's travel inquiry, ILI Luxury Travel will issue an official travel arrangement offer alongside this Travel Arrangement Contract, which becomes binding once signed by all parties. In case neither the Traveller nor the Mediator is able to sign the Contract in person, this Travel Arrangement Contract also becomes binding by giving consent/travel arrangement booking confirmation via Email or by settling either full or partial payment of the agreed travel program price to the tour operator's official bank account.

In order for the tour operator to issue a travel arrangement booking confirmation, the Traveller or Mediator is obliged to settle 30% advance payment (if not differently specified in the issued travel program). The remaining balance is due latest 31 days prior to travel begin. If the required payments were not settled by the agreed due dates, it will be considered that the Traveller has cancelled his/her booking, whereby the cancellation policy, specified in the issued travel program, will apply.

A travel arrangement booking confirmation request from the Traveller or Mediator as well as a travel arrangement booking confirmation issuance from the tour operator is mandatory. Cancellations can be made either by the Traveller or tour operator, whereby the cancellation policy will apply. The Traveller must be minimum 18 years of age. By signing this Contract or by giving consent/travel arrangement booking confirmation via Email or by settling either full or partial payment of the agreed travel



program price to the tour operator's official bank account, the Traveller or the Mediator (on Traveller's behalf) guarantees that the Traveller is minimum 18 years of age. If the Traveller is a minor, one of his/her parents becomes a binding party to this Contract. By signing this Contract the parent guarantees that the other parent is advised of the content of this Contract and also agrees with the minor's travel arrangement program.

Article 3

TRAVEL ARRANGEMENT PRICE AND INCLUSIONS/EXCLUSIONS

The price of a travel arrangement is indicated in every travel program issued by Ilios Travel Company d.o.o. turistička agencija and is valid from the day the travel program was issued. Prices for all travel arrangements are given in EUR. Any prices published in HRK are informative and given based on the fixed exchange rate of 7,53450. Each travel program specifies all price inclusions and exclusions. Ilios Travel Company d.o.o. turistička agencija is not responsible for any services that are not included in the travel arrangement and are requested and paid by the Traveller or Mediator directly to the service provider.

Article 4

CHANGE IN THE AGREED TRAVEL ARRANGEMENT PRICE

Once the travel arrangement contract is concluded, the tour operator is allowed to increase the agreed travel arrangement price only in case of a) significant increase in transfer tariffs directly caused by the market price increase of fuel and other sources of energy, b) significant increase of the value added tax and other taxes such as tourist tax, airport taxes, embarkation and disembarkation fees at seaports and airports and c) significant increase in currency exchange rates.

The travel arrangement price can increase only by the reciprocal price increase percentage of the above mentioned elements. The Traveller or Mediator is obliged to accept an increase of maximum 8% of the initially agreed travel arrangement price. Should the price increase exceed 8% of the initially agreed travel arrangement price, any modifications and/or cancellations of the travel arrangement must be made in compliance with the Traveller whereby the Article 5 of this Contract shall apply.

No matter the increase percentage, the travel arrangement price change must be communicated to the Traveller latest 20 days prior to travel begin.

In the event when the travel arrangement price decreases due to the market price decrease of any of the above mentioned elements, the Traveller is entitled to the reciprocal travel arrangement price decrease. In this case, the tour operator is obliged to refund the incurred balance exclusive any administrative expenses.

If the price increase exceeds 8% of the initially agreed travel arrangement price, the Traveller or Mediator can cancel this Contract in writing latest two days after being notified about the travel arrangement price change. The Traveller is entitled to a refund of settled payments exclusive any administration, visa, insurance and other incurred booking expenses. If the Traveller fails to notify ILI Luxury Travel about his/her travel arrangement cancellation in writing and on time, the tour operator will consider that s/he agrees with the travel arrangement price change.

Article 5

CHANGE IN OTHER ELEMENTS OF THE TRAVEL ARRANGEMENT CONTRACT

The tour operator cannot unilaterally modify the travel arrangement contract without prior notice to the Traveller or Mediator.



If the tour operator is for some reason forced to significantly modify one of the main characteristics of the travel arrangement prior to travel begin (1. destination, itinerary and travel dates, 2. accommodation destination and number of overnights, accommodation type and category, 3. transfer category and type as well as travel start and end destination, transfer date and time, 4. meal plan, 5. sightseeings, excursions or other services included in the travel arrangement price, 6. language in which the travel services are executed) or if the tour operator is not able to meet Traveller's request for any special services or a travel arrangement price has increased by more than 8%, then the Traveller or Mediator can either accept the new suggested travel arrangement change/s or cancel the travel arrangement within a reasonable time that is set by the tour operator to avoid any cancellation charges.

In case of one of the above mentioned situations, the tour operator is obliged to advise the Traveller or Mediator of the following:

- a) incurred travel arrangement changes and their impact on the travel arrangement price
- b) reasonable cancellation period during which the Traveller or Mediator can cancel the travel arrangement following the incurred travel arrangement changes
- c) cancellation fee in case the Traveller or Mediator does not cancel with the given cancellation period
- d) alternative travel arrangement offer of same or better quality, which the Traveller can but is not obliged to accept

In case of travel arrangement price change, an alternative travel arrangement must be communicated to the Traveller or Mediator no later than 20 days prior to travel begin. In case of change in other elements of the travel arrangement, an alternative travel arrangement cannot be offered after the travel begin.

If the Traveller fails to notify ILI Luxury Travel about his/her decisions in regards to the incurred travel arrangement change/s, the tour operator will consider that the Traveller or Mediator agrees with the travel arrangement change.

If the Traveller or Mediator chooses to cancel the alternative travel arrangement, the tour operator is obliged to refund all settled payments less any administration expenses to the Traveller no later than 14 days after the travel was cancelled.

Article 6

CATEGORIZATION AND SERVICE DESCRIPTION

The categorization of accommodation, restaurants, means of transport and other services included in any travel arrangement are provided according to the official national categorization of every country. Please note that the national service standards and categorizations can differ from country to country and therefore are not comparable. Ilios Travel Company d.o.o. turistička agencija assumes no responsibility for any verbal or written categorization information that was obtained from a third party and is inconsistent with the description of services or facilities indicated in the issued travel program.

Article 7

TRAVEL DOCUMENTS

The Traveller is obliged to possess a valid passport and other travel documents (visa) that enable her/him to enter a foreign country. Should it occur that due to Traveller's invalid travel documents s/he is not able to travel and therefore has to cancel the entire trip, the cancellation policy indicated in the travel program shall apply. The cost of loss or theft of the travel documents during the travel is covered by the Traveller. In case the Traveller has to interrupt the travel due to the loss of her/his travel documents or because these were stolen, s/he is not entitled to the proportional reimbursement of the paid travel arrangement



price. The Traveller is obliged to obtain all valid travel documents prior to travel begin. ILI Luxury Travel's mediation in visa application is not included in the travel arrangement price and needs to be paid separately. Ilios Travel Company d.o.o. turistička agencija cannot guarantee the visa issuance, and therefore visa application costs cannot be refunded. The Traveller must respect the customs of the Republic of Croatia as well as of all other countries s/he is travelling to. Should the Traveller due to disrespect of these regulations be unable to continue the travel, the Traveller is the only to suffer consequences and costs occurred from such situations. We highly recommend every Traveller to adequately inform herself/himself about each country's travel regulations prior to making any travel arrangement booking. ILI Luxury Travel will provide assistance in case of one of the above situations but assumes no responsibility for any consequences.

Article 8

TRAVEL ARRANGEMENT CANCELLATIONS/AMENDMENTS BY THE TRAVELLER

The Traveller or the Mediator can cancel the travel arrangement in writing at any time prior to travel begin.

In that case, the following cancellation policy applies:

- 30% of total travel arrangement price → if cancelled until 31 day prior to travel begin
- 40% of total travel arrangement price → if cancelled 30-21 days prior to travel begin
- 50% of total travel arrangement price → if cancelled 20-15 days prior to travel begin
- 100% of total travel arrangement price → if cancelled 14 – 0 days prior to travel begin

The issued travel arrangement program may specify a different cancellation policy. In that case, the cancellation policy specified in the issued travel arrangement program shall apply. The same cancellation policy applies in the event of travel arrangement program change (travel dates, accommodation change and any other major travel program change) initiated by the Traveller or Mediator. Cancellation or modification of the travel program must be submitted to the tour operator in writing either in person, by mail, Email or fax.

In the event of exceptional circumstances that are a direct cause of a travel program cancellation or amendmend initiated by the Traveller or Mediator prior to travel begin (death, sudden illness or accident with severe physical injury of the Traveller or her/his immediate family, war, strike, terrorist actions, natural disasters, etc.) the Traveller or the Mediator is entitled to a full refund less any incurred administration expenses. Further, the tour operator is not obliged to indemnify the Traveller.

The tour operator is obliged to proceed with the refund payments latest 14 days after receiving the written travel arrangement cancellation notice.

Article 9

ASSIGNMENT OF THE TRAVEL ARRANGEMENT TO ANOTHER TRAVELLER

If the Traveller is unable to take the contracted tour, s/he can designate a third party to use the contracted services instead of him or her, provided that s/he has notified the tour operator about this in writing and within a reasonable time period. A notification sent to the tour operator not later than 7 days before the start of the travel arrangement shall be considered a notification within a reasonable time period.

The assignor and the assignee of the Travel Arrangement Contract are jointly liable for the payment of the price and of all the additional charges, fees or other costs arising from the assignment of the Contract.

The tour operator is obliged to inform the assignor about the actual costs of the assignment of the Contract to a third party. The costs shall not be unreasonable and exceeding the actual costs of the assignment of the Contract to a third party.



The tour operator will accept the third party designated as the substitute Traveller, provided that the party fulfils all the specified requirements for the travel arrangement and that there are no legal or any other impediments preventing the third party from travelling to a particular country or provided that the third party is not prevented from doing so under the law of a third travel destination country, which does not allow for the substitution of the Traveller or provided it is not possible to change the reservation at all.

Article 10

TOUR OPERATOR'S RIGHT TO TERMINATE THE TRAVEL ARRANGEMENT CONTRACT PRIOR TO THE START OF THE TRAVEL ARRANGEMENT

As regards to travel arrangements that require a certain number of Travellers to sign up, the tour operator can terminate the Travel Arrangement Contract prior to the start of the travel arrangement if the number of persons who have signed up for the travel is lower than the minimal number indicated in the tour programme offer. In that case, the tour operator will fully recompense the Traveller for all the payments received for the travel arrangement (without the obligation to indemnify the Traveller) as well as notify the Traveller about the termination of the Contract within the period indicated in the tour programme offer, but not later than:

- a) 20 days before the start of the package tour, for travels longer than six days;
- b) 7 days before the start of the package tour, for travels that last from two to six days;
- c) 48 hours before the start of the package tour, for travels that last shorter than two days.

The tour operator can terminate the Travel Arrangement Contract before the start of the travel arrangement and fully recompense the Traveller for all the payments received for the travel arrangement (without the obligation to indemnify the Traveller) if the organizer was prevented from fulfilling the Contract by exceptional circumstances which could not have been avoided. The tour operator is obliged to notify the Traveller about the termination of the Contract as soon as possible prior to travel begin.

In both of the above-mentioned cases, by the termination of the Contract, the tour operator shall lose the right to the travel arrangement price and is obliged to recompense the Traveller for all the payments made on behalf of the Traveller without unnecessary delay, and not later than 14 days from the termination of the Travel Package Arrangement Contract.

The tour operator is authorised to terminate the Contract, entirely or in part, by a unilateral statement if it does not receive the payment of the contracted travel arrangement price within the given deadlines. In that case, the Traveller is not entitled to a refund of advance payments or to indemnification or the compensation of visa, insurance, vaccination and other administrative costs and expenses, if any.

The tour operator can cancel the Travel Package Arrangement Contract or withdraw from the Contract and demand indemnification from the Traveller who has directly violated the decisions stipulated in the Contract, primarily if the tour operator concludes that the Traveller or Mediator had intentionally provided incorrect data about the number of Travellers and their age or that changes had occurred during the travel, of which the Traveller did not notify the tour operator.

Article 11

OBLIGATIONS OF THE TRAVELLER

The Traveller is obliged to acquaint himself or herself with the valid regulations concerning travel documents, visas, foreign currencies and customs and health regulations applicable in the country to which s/he is travelling. The Traveller is obliged to



ensure that s/he and his or her documents and luggage conform to the requirements specified in the customs border, health and other regulations of his or her country and the countries to or through which s/he is travelling. The tour operator is not responsible for the decisions of the officials who deny transport to the Traveller, refuse to issue his or her visa or prevent him or her from entering a particular country, nor is the tour operator liable for the costs therefore incurred. If, due to the above reasons, the travel is cancelled before it starts or during its course, the tour operator reserves the right to charge cancellation fee as regulated by these General Terms and Conditions and specific cancellation policy indicated in the travel arrangement.

The Traveller is obliged to adhere to the travel programme, observe the house rules in catering and/or hotel facilities and cooperate in good faith with the representative of the tour operator and the service provider. In the case of non-compliance with these obligations, the tour operator shall reject any liability for the resulting damage and the Traveller shall pay for it on the premises.

During the travel, the Traveller is obliged to behave in a manner which does not endanger the lives or health of his or her fellow-travellers and the course of the travel. If the Traveller's behaviour is in breach of this provision, the representative of the tour operator has the right to exclude him or her from the rest of the travel, without the obligation to indemnify him or her.

The Traveller is obliged to get vaccinated and carry the certificates and documents concerning vaccination when travelling to the countries for which they are required under the regulations of the World Health Organization. If necessary, the Traveller is obliged to supply a medical certificate. If the Traveller does not carry these documents with him or her, which causes him or her to cancel the travel or prevents him or her from continuing it, no liability shall arise therefrom for the tour operator and the Traveller shall be charged with cancellation costs as indicated in the travel arrangement programme.

The Traveller is obliged to notify the tour operator on time about all the facts regarding his or her health, habits etc. which might compromise the course of the travel (specific dietary needs based on health and other reasons, suffering from certain diseases etc.).

Article 12

OBLIGATIONS OF THE TOUR OPERATOR

The tour operator, which is the recipient of payments for a travel arrangement, is responsible for the provision of services covered by the Travel Arrangement Contract, regardless of whether the travel services are provided by the tour operator itself or another local service provider. The tour operator shall supply the Traveller or Mediator with a detailed travel programme as well as these General Terms and Conditions in a written or electronic form.

The tour operator is bound by the data contained in the travel programme and is responsible for the orderly provision of all the services covered by the Contract, as well as for observing the rights and interests of the Traveller in accordance with due professional care and practices in tourism.

The tour operator is obliged to send the Traveller all the required travel documentation (vouchers and other travel-related information) not later than 7 days before the start of the travel.

The tour operator is obliged to provide, without unnecessary delay, adequate assistance if the Traveller encounters a problem, and especially a) by providing adequate information about health services, local authorities and consular assistance and b) by assisting the Traveller in establishing long-distance communication and finding alternative travel arrangements. If the Traveller caused the problem intentionally or by negligence, the tour operator can charge a reasonable fee for the provided assistance, in the amount which may not exceed the actual costs incurred by the tour operator.



The tour operator is obliged to offer every Traveller a travel insurance 'package'. By signing the Travel Arrangement Contract or by settling either full or partial payment of the agreed travel program price to the tour operator's official bank account, the Traveller or the Mediator confirms that the employees of the travel agency have offered the travel insurance package.

The tour operator rejects all liability in case of modification and non-provision of services caused by force majeure and/or delay of the means of transport for which the transport operator is not liable pursuant to legislation and international conventions.

Article 13

TRAVELLER'S RIGHTS AND OBLIGATIONS OF THE TOUR OPERATOR IN CASE OF THE NON-PROVISION OF A SIGNIFICANT PART OF THE TRAVEL SERVICES

If a significant part of the travel services cannot be provided pursuant to the Travel Arrangement Contract, the tour operator is obliged, for the purpose of continuing the travel arrangement, to offer the Traveller suitable alternative arrangements, preferably of the same or higher quality in comparison to those indicated in the travel programme, at no additional charge to the Traveller, including the option of returning to the place of departure, as stipulated in the Contract.

If the tour operator proposes an alternative travel arrangement resulting in a travel of a quality lower than that indicated in the Travel Arrangement Contract, the organizer is obliged to approve an adequate price reduction for the Traveller.

The Traveller can refuse the proposed alternative travel arrangements only if they are not comparable to what was agreed within the travel program or if the approved price reduction is inadequate.

If the noncompliance significantly influences the realisation of the travel program and if the tour operator does not rectify the noncompliance within a reasonable time period designated by the Traveller, the Traveller can terminate the Travel Arrangement Contract without paying a cancellation fee and demand, as necessary, price reduction and/or indemnification pursuant to Article 21 and Article 22 of this Contract.

If it is not possible to provide alternative arrangements or if the Traveller refuses the proposed alternative arrangements, the Traveller has the right to price reduction and/or indemnification, if necessary, pursuant to Article 21 and Article 22 of the Contract, without the termination the Travel Arrangement Contract.

In that case, if the travel arrangement includes the transport of the Traveller, the tour operator is obliged to ensure, without unnecessary delay, the repatriation of the Traveller by equivalent means of transport, at no additional expense to the Traveller. Additional expenses shall be charged to the tour operator.

Article 14

RECTIFICATION OF NONCOMPLIANCE REGARDING THE PROVISION OF TRAVEL SERVICES INCLUDED IN THE TRAVEL ARRANGEMENT

The Traveller is obliged, without unnecessary delay and with due regard to circumstances, to notify the tour operator about every noncompliance identified during the provision of the travel services covered by the Travel Arrangement Contract.

If any of the travel services is not provided pursuant to the Travel Arrangement Contract, the tour operator is obliged to rectify this noncompliance at the Traveller's request, unless it is impossible to do so or unless the rectification of the noncompliance would result in disproportionate costs, considering the extent of the noncompliance and the value of the travel services affected by the noncompliance.



If the tour operator does not rectify the noncompliance due to the above-mentioned reasons, the Traveller has the right to price reduction and/or indemnification pursuant to Article 21 and Article 22 of this Contract.

If the tour operator does not rectify the noncompliance which it is obliged to rectify within a reasonable time period designated by the Traveller, the Traveller may rectify it himself or herself and demand compensation of the essential costs. The Traveller is not obliged to designate a reasonable period of time for the rectification of the noncompliance by the tour operator if the tour operator has refused to rectify the noncompliance or if the noncompliance must be rectified immediately.

Article 15

TRAVEL ARRANGEMENT ORGANIZED BY OTHER TOUR OPERATORS

All the provisions of the Contract are applicable to all travel arrangements whose main tour operator is the Ilios Travel Company d.o.o. travel agency, except in cases where the Ilios Travel Company d.o.o. travel agency is not the main tour operator but a mediator. Such travel arrangements will be specially indicated and are subject to the General Terms and Conditions of the responsible travel arrangement tour operator, whereas the Ilios Travel Company d.o.o. travel agency shall not be liable for the provision of travel programs by other operators.

Article 16

LUGGAGE

If the Traveller is travelling by airplane, s/he has the right to luggage transport according to airline regulations. The costs of luggage transport shall be paid by the Traveller in accordance with the applicable airline prices. In the case of road or sea transport, the Traveller has the right to the transport of one standard-size bag and one hand luggage. In case the transport operator sets different luggage transport restrictions from the ones indicated, the tour operator will notify the Traveller or Mediator about this when entering into this Contract.

The tour operator is neither responsible for luggage transport, damaged and lost luggage nor for the theft of luggage or valuables within the means of transport or accommodation facility. Reports of lost luggage shall be submitted by the Traveller directly to the transport operator or accommodation facility.

The Traveller or Mediator must report special luggage (ski equipment, musical instruments and similar items) prior to the conclusion of this Contract. If possible, the tour operator will try to fulfil the Traveller's additional request for special luggage given in advance, but it cannot guarantee the fulfilment of such a request. The transport operator has the right not to take on additional and special luggage due to load-carrying capacity limitations. Therefore, the tour operator is not liable for any costs or damage incurred by the Traveller because of that. The Traveller is obliged to take care of his or her possessions carried in the passenger area of a means of transport (train, plane, bus, ship etc.) and take them with him or her every time s/he leaves the means of transport. Otherwise, the Traveller bears sole responsibility for the theft, loss or damage of the possessions left unsupervised in the passenger area of the means of transport. The transport of pets is not allowed, other than in exceptional cases, at request and with additional payment. The tour operator cannot guarantee the fulfilment of such a request. We recommend the payment of an insurance policy against damage and loss of luggage.



Article 17

TRAVEL INSURANCE PACKAGE

Pursuant to the Act on the Provision of Tourism Services of the Republic of Croatia, the tour operator is obliged to offer the Traveller a travel insurance 'package' consisting of: a) insurance against accidents and illness during the travel, b) insurance against damage and loss of luggage, c) voluntary health insurance during the travel and stay abroad, d) insurance against cancellation of the travel and e) insurance covering the costs of assistance and return of the Traveller to the place of departure in case of accident and illness.

The travel insurance package can be paid for only when signing up for the travel, and not afterwards. In case the Traveller demands the indicated types of insurance, they can be contracted directly with an insurer or with the Ilios Travel Company d.o.o. travel agency, where the Ilios Travel Company d.o.o. travel agency shall act only as broker. By signing the Travel Arrangement Contract by settling either full or partial payment of the agreed travel program price to the tour operator's official bank account, the Traveller or Mediator confirms that s/he was offered and recommended the types of insurance indicated in this Article.

Article 18

INSOLVENCY INSURANCE

According to the Act on the Provision of Tourism Services of the Republic of Croatia, the tour operator is obliged to deposit, for each travel arrangement, an insolvency security with an insurance company or a bank in the Republic of Croatia, for a) the refund of all payments made by or on behalf of the Traveller in connection with the Travel Arrangement Contract for services which have not or will not be performed or will only be partially performed as a consequence of the operator's insolvency or bankruptcy, and b) compensation to the Traveller for necessary accommodation, meals and return to the place of travel program departure, if transportation of the Traveller was included in the Travel Arrangement Contract, as well as for all other claims in this respect, attributable to the operator's insolvency or bankruptcy.

The Ilios Travel Company d.o.o. travel agency has concluded a Insolvency Insurance Contract with the Triglav osiguranje d.d. insurance company. In case of the occurrence of an insured event, the Traveller must contact the insurer as quickly as possible at the following address: *Generali osiguranje d.d., branch office Zagreb, Slavonska Avenija 1B, HR-10000 Zagreb, OIB/VAT ID: 10840749604, Tel.: +385/1 409 1900, E-mail: info.hr@generali.hr, number of insolvency insurance policy: P15-1020000866, valid until April 14, 2024.* By signing the Travel Arrangement Contract by settling either full or partial payment of the agreed travel program price to the tour operator's official bank account, the Traveller or Mediator confirms that the employees of the travel agency have made the Traveller or Mediator aware of the contents of the applicable insolvency insurance policy.

Article 19

PROFESSIONAL AND PUBLIC LIABILITY INSURANCE

According to the Act on the Provision of Tourism Services of the Republic of Croatia, the tour operator is obliged to sign with the insurer a liability insurance policy covering any damage caused to the Traveller by the non-performance, partial performance or undue performance of the obligations connected with the travel arrangement.

The Ilios Travel Company d.o.o. travel agency has signed a professional and public liability insurance policy with the Triglav osiguranje d.d. insurance company. The contact information of the insurer is as follows: *Generali osiguranje d.d., branch office Zagreb, Slavonska Avenija 1B, HR-10000 Zagreb, OIB/VAT ID: 10840749604, Tel.: +385/1 409 1900, E-mail: info.hr@generali.hr,*



number of professional and public liability insurance policy: P13-1020254774, valid until April 14, 2024. By signing the Travel Arrangement Contract by settling either full or partial payment of the agreed travel program price to the tour operator's official bank account, the Traveller or Mediator confirms that the employees of the travel agency have made the Traveller or Mediator aware of the contents of the applicable professional and public liability insurance policy.

Article 20 COMPLAINTS

In the case of incompletely or inadequately provided contracted travel services, the Traveller has the right to complaint and can initiate a complaint procedure with the representative of the travel agency or service provider on spot, who will try to rectify the incompleteness or inadequacy. We emphasize that it is in the interest of the Traveller to act in good faith and express the intent of resolving the complaint on the spot. If that is not possible, the Traveller must request a written confirmation from the representative of the travel agency or the service provider, showing that the service was not provided or that it was not provided in accordance with the Contract. The Traveller shall enclose the written and signed confirmation with the written complaint, which s/he is obliged to send to the tour operator within 8 days after the travel end by registered mail to the following address: *Ilios Travel Company d.o.o., Jezerska 32c, HR-10 000 Zagreb.* If the Traveller lodges a complaint after the indicated deadline, the tour operator shall not be obliged to address such a complaint. Each Traveller shall lodge the complaint separately. Collective complaints shall not be considered by the Ilios Travel Company d.o.o. travel agency.

The tour operator is obliged to issue a written decision on the complaint within 15 days after the receipt of the complaint and may postpone the deadline for the decision on the complaint by an additional 15 days, on grounds of gathering information. The tour operator will address only those complaints for which the Traveller submits proof of having lodged them on spot in written form with the service provider, and of the failure to eliminate their cause on the premises. During the decision procedure and for a total of 15 or 30 days, as applicable, after lodging the complaint, the Traveller shall irrevocably reject mediation by any other person, arbitration by the Association of Croatian Travel Agencies or other institutions, as well as abstain from providing information to the media. During this period, the Traveller shall also waive the right to sue.

If, by fault of Ilios Travel Company d.o.o. travel agency, a part of the programme or services is not provided, the Traveller shall be entitled to receive compensation in the amount of the actual value of the services unused, which cannot include the services already used or the total price of the travel arrangement. The Traveller and Ilios Travel Company d.o.o. travel agency shall try to resolve their disputes amicably, and failing that, shall agree on the jurisdiction of a court in Zagreb. The governing law will be Croatian law.

According to the Article 14. paragraph 1. of the Regulation (EU) 524/2013 about consumers' online dispute resolution, every subject registered within the EU and offering online services is obliged to provide a link to the Platform for consumers' online dispute resolution body: please click [HERE](#).

Article 21 INDEMNIFICATION

Regardless of price reduction or Contract termination, the Traveller has the right to demand from the tour operator adequate compensation for any damage which he or she has sustained as a result of any noncompliance, and the operator is obliged to compensate the Traveller for the damage without unnecessary delay.

The tour operator shall be discharged of liability for the damage if the following is proven:



- a) the noncompliance is attributable to the Passenger;
- b) the noncompliance is attributable to a third person not associated with the provision of the services covered by the Travel Arrangement Contract and the noncompliance was unpredictable or inevitable;
- c) the noncompliance occurred because of exceptional circumstances which could not be avoided.

The Traveller has the right to apply for indemnification in accordance with the Act on the Provision of Tourism Services of the Republic of Croatia and in accordance with international conventions.

Article 22

PRICE REDUCTION

The Traveller has the right to a suitable price reduction for every period during which there was noncompliance in regards to the contracted travel arrangement, unless the tour operator proves that the noncompliance was attributable to the Traveller.

The Traveller has the right to demand price reduction in accordance with the Act on the Provision of Tourism Services of the Republic of Croatia and in accordance with international conventions.

Article 23

AVAILABILITY OF THE TOUR OPERATOR

The Travellers shall have the option of directly contacting the tour operator in order to ask for help if they encounter a problem or to report on any noncompliance that they might have discovered during the travel program. The contact details of the tour operator are as follows: *ILIOS TRAVEL COMPANY d.o.o. turistička agencija, Jezerska 32c, HR-10000 Zagreb, Tel. 1: (in Croatia): +385/91 547 4546 or Tel. 2 (in Slovenia): +386/70 393 849, E-mail: info@ililuxurytravel.com, contact person: Romana Šešlak (Director and Operations Manager).*

Article 24

PRIVACY PROTECTION

The Traveller shall provide his or her personal data voluntarily. The personal data of the Traveller are required in the process of the provision of the requested services and will be used for further communication (e.g. letters of intent, instructions on payment, information on service provision).

The Ilios Travel Company d.o.o. travel agency undertakes not to export the Traveller's personal data out of the country or disclose them to third persons other than the partners which participate in the provision of a contracted service (e.g. accommodation service providers, airline companies, transport operators, tourist guides, travel managers etc.). An exception from the provision of personal data to third persons shall be made with regard to obligations prescribed by law/decisions of competent state authorities or arising from contracts on voluntary health insurance during the travel, insurance against accidents and illness during the trip, luggage insurance, insurance against cancellation of the trip and insurance covering the costs of assistance and return of the passenger to the place of departure in case of accident and illness. If the Traveller signs an insurance policy, the personal data will be forwarded to the insurance company.

The Traveller's personal data will be stored in a database, in accordance with the decision of the travel agency management on the method of collecting, processing and storing personal data.



The Ilios Travel Company d.o.o. travel agency reserves the right to use the Traveller's personal data for marketing purposes (e.g. sending information, incentive measures, advertising, newsletters). The Traveller can, at any time, demand that his personal data be excluded from the database used for marketing purposes, by sending a written request to info@ililuxurytravel.com. The objection on the processing of personal data for marketing purposes will not affect the contracting and/or provision of the requested services.

Article 25

COURT JURISDICTION

The contracting parties undertake to amicably resolve any potential disputes. In case of a dispute, the governing law and court jurisdiction shall be determined based on the headquarters of the tour operator or service provider and Croatian law shall apply.

Article 26

CONSENT OF THE TRAVELLER

The Traveller shall accept the provisions of this Travel Arrangement Contract, General Terms and Conditions and all specifications/pre-contractual information of the proposed package travel arrangement in one of the following ways:

- by sending an inquiry directly to the website of the travel agency at www.ililuxurytravel.com;
- by signing the Travel Arrangement Contract;
- by paying a part of or the full travel arrangement price;
- by accepting an issued invoice for the paid services;
- by using the ordered and paid tourism services.

Article 27

FINAL PROVISIONS

The Traveller confirms and agrees to the following:

- that, prior to the conclusion of the Travel Arrangement Contract, the tour operator has provided him or her with adequate information about the basic border-, visa- and health-related formalities pertaining to travelling to and staying at the destination, as well as about the time required for carrying out these formalities;
- that s/he was offered insurance against accidents and illness during the travel, insurance against damage and loss of luggage, voluntary health insurance during the trip and stay abroad, insurance against cancellation of the trip and insurance covering the costs of assistance and return of the Traveller to the place of departure in case of accident and illness;
- that s/he was made aware of the contents of the applicable insolvency insurance policy and the professional and public liability insurance policy;
- that the Travel Arrangement Contract / General Terms and Conditions are an integral part of every travel arrangement delivered by the Ilios Travel Company of d.o.o. travel agency.



The Travel Arrangement Contract / General Terms and Conditions enter into force on 1st January 2023 and can be updated at any time.

Romana Šešlak Cvijanović, Director and Operations Manager
Ilios Travel Company d.o.o. turistička agencija

Place and date

Traveller (full name and surname in legible writing and handwritten signature)
OR Mediator (seal and signature of the responsible person)

Place and date



UGOVOR O PUTOVANJU U PAKET ARANŽMANU / OPĆI UVJETI POSLOVANJA

Članak 1.

PREDMET UGOVORA

Predmet ovog Ugovora o putovanju u paket aranžmanu kao i Opći uvjeti poslovanja sastavni su dio svakog programa turističkog paket aranžmana (u daljnjem tekstu: 'paket aranžman'). Ugovor o putovanju u paket aranžmanu sklapaju **ILIOS TRAVEL COMPANY d.o.o. turistička agencija, Jezerska 32C, HR-10000 Zagreb, OIB: 49309824283, ID kod: HR-AB-01-081077492, MBS/Trgovački sud u Zagrebu: 081077492, direktor i voditelj poslova: Romana Šešlak Cvijanović**, (u daljnjem tekstu: 'ILI Luxury Travel', 'Turistička agencija' i/ili 'Organizator putovanja') i **PUTNIK** (u daljnjem tekstu 'Putnik') ili **POSREDNIK/UGOVARATELJ PUTOVANJA**, odnosno druga turistička agencija koja sklapa Ugovor o putovanju u paket aranžmanu u korist Putnika (u daljnjem tekstu: 'Posrednik/Ugovaratelj'). Ukoliko Posrednik/Ugovaratelj putovanja sklopi ovaj Ugovor u ime Putnika, time će prema Putniku biti u obvezi ispuniti sve što je Posrednik/Ugovaratelj putovanja ugovorio s Organizatorom putovanja. Posrednik/Ugovaratelj jamči Organizatoru putovanja, da su svi predani/poslani podaci vezani za Putnike istiniti i točni te da je Posrednik/Ugovaratelj ovlašten od strane Putnika koristiti se njegovim osobnim podacima u svrhu realizacije paket aranžmana i prihvatiti sve zakonske obveze koje proizlaze iz ovog Ugovora.

Ovaj Ugovor se smatra obvezujućim nakon što su ga osobno potpisale sve ugovorne strane ili nakon što je Putnik ili Posrednik/Ugovaratelj putovanja putem elektronske pošte potvrdio ponudu programa paket aranžmana ili nakon što je Putnik ili Posrednik/Ugovaratelj putovanja izvršio djelomičnu ili cjelokupnu uplatu ugovorenog iznosa paket aranžmana na žiro račun Organizatora putovanja. Opći uvjeti poslovanja se mogu razlikovati ovisno o programu paket aranžmana. Bilo kakva odstupanja od Ugovora o putovanju u paket aranžmanu i ovih općih uvjeta će biti specificirana u svakom pojedinom paket aranžmanu.

Članak 2.

PRIJAVE ZA PAKET ARANŽMAN I UPLATE

Sve turističke usluge kao i paket aranžmani Ilios Travel Company d.o.o. turističke agencije su personalizirani te 'krojeni po mjeri' na zahtjev Putnika odnosno Posrednika/Ugovaratelja putovanja. Zahtjevi za personaliziranim turističkim uslugama i/ili paket aranžmanima se predaju u poslovnici Organizatora putovanja dostavom potrebnih podataka osobno, putem pošte, elektronske pošte ili faxom. Na temelju primljenog zahtjeva, Organizator putovanja će Putniku odnosno Posredniku/Ugovaratelju izdati program paket aranžmana uz ponudu kao i Ugovor koji se smatra obvezujućim nakon što su ga sve ugovorne strane potpisale. Ukoliko Putnik odnosno Posrednik/Ugovaratelj nije u mogućnosti osobno potpisati Ugovor, isti također proizvodi pravne učinke Putnikovom ili Posrednikovom/Ugovarateljevom potvrdom ponude programa paket aranžmana putem elektronske pošte ili djelomičnom odnosno cjelokupnom uplatom ugovorenog iznosa paket aranžmana na žiro račun Organizatora putovanja.

Za potvrdu rezervacije paket aranžmana putnik uplaćuje 30% ugovorene cijene paket aranžmana (ili ukoliko u programu nije drugačije navedeno). Ostatak od ukupne cijene paket aranžmana uplaćuje se najkasnije 31 dan prije početka putovanja (ili ukoliko u programu nije drugačije navedeno). Ukoliko Putnik ne ispuni svoju obvezu do navedenog roka plaćanja, smatrati će se da je odustao od rezervacije, te u tom slučaju vrijede uvjeti otkazivanja putovanja navedeni u izdanom programu paket aranžmana.

Obostrana potvrda rezervacije je obvezujuća. Odstupiti se može samo u skladu s odredbama o otkazu putovanja od strane Putnika ili Organizatora putovanja. Putnik, kao ugovorna strana, ne smije biti mlađi od 18 godina. Potpisom ovog Ugovora ili potvrdom ponude programa paket aranžmana putem elektronske pošte ili djelomičnom odnosno cjelokupnom uplatom ugovorenog iznosa paket aranžmana na žiro račun Organizatora putovanja, Putnik odnosno Posrednik/Ugovaratelj putovanja



garantira da je Putnik punoljetna osoba. Ukoliko je Putnik maloljetna osoba, ugovornu stranu Putnika predstavlja roditelj koji potpisom ovog Ugovora potvrđuje pod materijalnom i kaznenom odgovornošću da je drugi roditelj upoznat i izričito suglasan s ovim Ugovorom.

Članak 3.

CIJENA I SADRŽAJ PAKET ARANŽMANA

Cijene paket aranžmana su određene programom putovanja i vrijede od dana objave programa. Sve cijene su izražene u Eur. Cijene u HRK su informativne, izračunate po fiksnom tečaju 7,53450. Ugovorena cijena paket aranžmana uključuje sve što je navedeno u programu. Za posebne i dodatne usluge koje Organizator putovanja ne može osigurati i uključiti u Ugovor kao i one koje Putnik zatraži za vrijeme trajanja paket aranžmana a plati na licu mjesta kod neposrednog davatelja usluge, Ilios Travel Company d.o.o. turistička agencija ne snosi odgovornost kao Organizator putovanja te Putnik eventualne prigovore podnosi izravno davatelju usluga.

Članak 4.

IZMJENA UGOVORENE CIJENE PAKET ARANŽMANA

Ugovorne strane su suglasne, da nakon sklapanja Ugovora o putovanju u paket aranžmanu Organizator putovanja smije povećati ugovorenu cijenu samo ako je povećanje cijene isključivo izravna posljedica promjene a) cijene prijevoza Putnika koje su proizašle iz povećanja cijene goriva ili drugih izvora energije, b) visine poreza ili naknada za usluge putovanja obuhvaćene Ugovorom koje određuju treće osobe a koje nisu izravno uključene u izvršenje paket aranžmana, uključujući turističke poreze, pristojbe za slijetanje ili naknade za ukrcaj ili iskrcaj u lukama i zračnim lukama i dr. i c) deviznih tečajeva koji su relevantni za paket aranžman.

Povećanje cijene se izračunava u istom postotku u kojem je došlo do promjene navedenih kalkulativnih elemenata. Posrednik/Ugovaratelj putovanja ili Putnik se obvezuju prihvatiti povećanje cijene do 8% od ugovorene ukupne cijene paket aranžmana. Ako povećanje cijene gore navedenih stavki premaši 8% ugovorene ukupne cijene paket aranžmana, Organizator putovanja nije ovlašten jednostrano izmijeniti paket aranžman te se primjenjuje članak 5. ovog Ugovora.

Povećanje cijene, bez obzira na njegovu visinu, moguće je samo ako Organizator putovanja najkasnije 20 dana prije početka paket aranžmana obavijesti Putnika o povećanju cijene na jasan i razumljiv način, uz obrazloženje povećanja i izračun.

Putnik ima pravo na sniženje cijene koje odgovara bilo kojem sniženju troškova navedenih u ovom članku do kojeg dođe nakon sklapanja Ugovora i prije početka paket aranžmana.

U slučaju sniženja cijene Organizator putovanja ima pravo od iznosa povrata koji duguje Putniku oduzeti stvarno nastale administrativne troškove te je dužan na zahtjev Putnika dati mu dokaze za te administrativne troškove.

Putnik odnosno Ugovaratelj/Posrednik putovanja ima pravo raskinuti Ugovor o putovanju u paket aranžmanu ako je poskupljenje veće od 8%, s tim da je dužan pismenim putem obavijestiti Organizatora putovanja o otkazu putovanja u roku od 2 dana od primitka obavijesti poskupljenja paket aranžmana. U tom slučaju Putnik ima pravo na povrat uplaćenog iznosa bez prava na naknadu štete i na eventualne troškove vize, osiguranja, cijepjenja i sličnih troškova. Ako Putnik svoj odustanak ne dostavi Ilios Travel Company d.o.o. turističkoj agenciji u pismenom obliku i u navedenom roku, smatra se da je suglasan s promjenom cijene.

Članak 5.

IZMJENA OSTALIH UVJETA UGOVORA O PUTOVANJU U PAKET ARANŽMANU

Prije početka paket aranžmana Organizator putovanja ne smije jednostrano izmijeniti uvjete Ugovora o putovanju u paket aranžmanu.

Ako je Organizator putovanja prije početka paket aranžmana prisiljen znatno izmijeniti bilo koje od glavnih obilježja usluga putovanja (1. odredište, plan putovanja i razdoblje putovanja s datumima, 2. lokacija smještaja i broj noćenja, glavne karakteristike, vrstu i kategoriju smještaja u skladu s pravilima odredišne zemlje, 3. sredstva, karakteristike i kategorije prijevoza kao i mjesto polaska i povratka s datumom i vremenom, 4. plan ishrane, 5. posjete znamenitostima, izlet ili druge usluge uključene u ukupnu cijenu dogovorenu za paket aranžman, 6. ako Putnikovo korištenje drugim turističkim uslugama ovisi o djelotvornoj usmenoj komunikaciji, odnosno jeziku na kojem će te usluge biti pružene), nije u mogućnosti prihvatiti posebne zahtjeve Putnika ili je došlo do povećanja cijene paket aranžmana za više od 8 %, Putnik može u razumnom roku koji odredi Organizator putovanja prihvatiti predloženu izmjenu ili raskinuti Ugovor bez plaćanja naknade za raskid Ugovora.

Ukoliko dođe do jedne od gore navedenih situacija, Organizator putovanja je dužan bez nepotrebnog odgađanja Putnika odnosno Posrednika/Ugovaratelja obavijestiti o:

- a) gore navedenim izmjenama u paket aranžmanu te utjecaju na cijenu paket-aranžmana
- b) razumnom roku u kojem Putnik odnosno Posrednik/Ugovaratelj mora Organizatora putovanja obavijestiti o svojoj odluci glede na predložene izmjene u paket aranžmanu
- c) posljedicama u slučaju da Putnik ne odgovori u navedenom
- d) ponuđenom zamjenskom paket aranžmanu i njegovoj cijeni, kojeg Putnik nije u obavezi prihvatiti.

Povećanje cijene paket aranžmana nije moguće manje od 20 dana prije početka putovanja, a ponuda zamjenskog paket aranžmana s izmijenjenim ostalim uvjetima Ugovora nije moguća nakon početka putovanja.

Ako Putnik u navedenom roku ne obavijesti Organizatora putovanja o svojoj odluci glede na predložene izmjene u paket aranžmanu, nakon isteka toga roka smatra se, da je Putnik suglasan s nastalim promjenama.

Ako Putnik ne prihvati zamjenski paket-aranžman i raskine Ugovor o putovanju u paket aranžmanu, Organizator putovanja je dužan bez nepotrebnog odgađanja, a najkasnije u roku od 14 dana od raskida Ugovora, vratiti sva plaćanja izvršena u korist Putnika.

Članak 6.

KATEGORIZACIJA I OPIS USLUGA

Ponuđeni smještajni kapaciteti, restorani, prijevozna sredstva i drugi objekti u paket aranžmanima turističke agencije Ilios Travel Company d.o.o. opisani su prema službenoj kategorizaciji dotične zemlje važećoj u trenutku izdavanja paket aranžmana. Ukazujemo da se kategorizacija u pojedinim zemljama bitno razlikuje. Smještaj, hrana i udobnost kao i druge usluge u ponudi hotela pod nadzorom su mjesnih turističkih uprava, a standardi navedenih usluga su različiti i nisu usporedivi. Turistička agencija Ilios Travel Company d.o.o. ne preuzima odgovornost za bilo koju usmenu ili pismenu informaciju koja nije u skladu s opisom usluga i objekata u objavljenim programima, a koja je dobivena od strane treće osobe.



Članak 9.

PRIENOS UGOVORA O PUTOVANJU U PAKET ARANŽMANU NA DRUGOG PUTNIKA

Ako je Putnik spriječen započeti ugovoreno putovanje, on tada može odrediti treću osobu da se umjesto njega koristi ugovorenim uslugama ako je o tome pisanim putem i u razumnom roku obavijestio Organizatora putovanja. Obavijest poslana Organizatoru putovanja najkasnije 7 dana prije početka paket aranžmana smatra se obaviješću u razumnom roku.

Prenositelj i primatelj Ugovora o putovanju u paket aranžmanu solidarno su odgovorni za plaćanje iznosa cijene i za sve dodatne naknade, pristojbe ili ostale troškove koji proizlaze iz prijenosa Ugovora.

Organizator putovanja je dužan obavijestiti prenositelja o stvarnim troškovima prijenosa Ugovora, koji ne smiju biti nerazumni i ne smiju prijeći stvarni trošak Organizatora putovanja uzrokovan prijenosom Ugovora o putovanju u paket aranžmanu.

Organizator putovanja prihvatiti će treću osobu imenovanu kao zamjenskog Putnika, ukoliko ta osoba ispunjava sve predviđene uvjete za putovanje, te ako ne postoje zakonske niti ikakve druge prepreke koje bi onemogućavale treću osobu da putuje u određenu državu ili ukoliko je u tome ne sprječava pravo treće države-destinacije putovanja koja ne dopušta zamjenu Putnika ili ako nije moguće izvršiti promjenu rezervacije.

Članak 10.

PRAVO ORGANIZATORA PUTOVANJA NA RASKID UGOVORA O PUTOVANJU U PAKET ARANŽMANU PRIJE POČETKA PAKET ARANŽMANA

Vezano na putovanja u paket aranžmanu za čiju realizaciju je potreban odgovarajući broj prijavljenih Putnika, Organizator putovanja može raskinuti Ugovor o tom putovanju u paket aranžmanu prije početka paket aranžmana ako je broj osoba koje su prijavljene za paket aranžman manji od najmanjeg broja navedenog u ponudi programa putovanja. U tom će slučaju Organizator putovanja Putniku u cijelosti vratiti sva plaćanja primljena za paket aranžman, bez obveze naknade štete Putniku, te Putnika obavijestiti o raskidu Ugovora unutar roka navedenog u ponudi programa putovanja, ali ne kasnije od:

- a) 20 dana prije početka paket aranžmana za putovanja koja traju više od šest dana
- b) 7 dana prije početka paket aranžmana za putovanja koja traju između dva i šest dana
- c) 48 sati prije početka paket aranžmana za putovanja koja traju manje od dva dana

Organizator putovanja može raskinuti Ugovor o putovanju u paket aranžmanu prije početka paket aranžmana i Putniku u cijelosti vratiti sva plaćanja primljena za paket aranžman, bez obveze naknade štete Putniku, ako Organizatora putovanja u izvršenju Ugovora spriječe izvanredne okolnosti koje se nisu mogle izbjeći, te ako Putnika o raskidu Ugovora obavijesti bez nepotrebnog odgađanja prije početka paket aranžmana.

Raskidom Ugovora u oba gore navedena slučaja Organizator putovanja gubi pravo na ugovorenu cijenu paket aranžmana i dužan je Putniku vratiti sva plaćanja izvršena u korist Putnika bez nepotrebnog odgađanja, a najkasnije u roku od 14 dana od raskida Ugovora o putovanju u paket aranžmanu.

Organizator putovanja je ovlašten jednostranom izjavom raskinuti ovaj Ugovor u cijelosti ili djelomično, ako u ugovorenim rokovima ne primi uplatu ugovorene cijene paket aranžmana. U tom slučaju Putnik nema pravo na povrat avansnih uplata kao ni na naknadu štete i eventualnih troškova vize, osiguranja, cijepljenja i ostalih administrativnih troškova.

Organizator putovanja može otkazati ovaj Ugovor odnosno odstupiti od Ugovora i zahtijevati isplatu odštete od Putnika koji neposredno krši odluke Ugovora koji je ugovorio s Organizatorom putovanja, prije svega ako se zaključi da je Putnik odnosno



Posrednik/Ugovaratelj namjerno dao pogrešne podatke o broju Putnika i njihovoj starosti, odnosno da je za vrijeme putovanja došlo do promjena o kojima Putnik nije obavijestio Organizatora putovanja.

Članak 11.

OBVEZE PUTNIKA

Putnik je dužan informirati se o važećim propisima o putnim ispravama, vizama, devizama, carinskim i zdravstvenim propisima zemlje u koju putuje. Putnik je dužan brinuti se da on osobno te njegovi dokumenti i prtljaga odgovaraju uvjetima predviđenima pograničnim carinskim, zdravstvenim i drugim propisima svoje države i države u koju ili kroz koju putuje. Organizator putovanja nije odgovoran za odluke službenih osoba koje Putniku uskrate prijevoz, odbiju izdavanje vize ili ne dozvole ulazak u pojedinu zemlju, niti je odgovoran za troškove koji zbog toga nastanu. Ukoliko zbog prethodno navedenih razloga dođe do otkazivanja putovanja prije ili za vrijeme putovanja, Organizator putovanja zadržava pravo naplate naknade štete kako je određeno ovim Općim uvjetima, točnije uvjetima otkaza putovanja naznačenim u paket aranžmanu.

Putnik je dužan pridržavati se programa putovanja, poštivati kućni red u ugostiteljskim i/ili hotelskim objektima te dobronamjerno surađivati s predstavnikom Organizatora putovanja i izvođačem usluga. U slučaju nepoštivanja ovih obveza Organizator putovanja otklanja svaku odgovornost za uzrokovanu štetu, a Putnik istu plaća na mjestu događaja.

Tijekom putovanja Putnik je dužan ponašati se na način koji ne ugrožava živote ili zdravlje svojih suputnika i ne ugrožava sam tijek putovanja. U slučaju da se Putnik ponaša suprotno ovoj odredbi, predstavnik Organizatora putovanja ima pravo isključiti ga iz daljnjeg putovanja bez naknade bilo kakve štete.

Putnik je dužan cijepiti se i posjedovati potvrde i dokumente o cijepljenju za putovanja u zemlje za koje je ono potrebno prema propisima Svjetske zdravstvene organizacije. U slučaju potrebe, Putnik je dužan priložiti liječničku potvrdu. Neposjedovanje ovih dokumenata koji dovedu do odustajanja od putovanja ili nemogućnosti nastavka putovanja ne obvezuju Organizatora putovanja te se prema Putniku obračunavaju otkazni troškovi sukladno uvjetima naznačenim u paket aranžmanu.

Putnik je dužan pravovremeno obavijestiti Organizatora putovanja o svim činjenicama koje se tiču njegovog zdravlja, navika i slično, a koje bi mogle ugroziti odvijanje putovanja (ako iz zdravstvenih i drugih razloga traži određenu vrstu ishrane, boluje od određenih bolesti i slično).

Članak 12.

OBVEZE ORGANIZATORA PUTOVANJA

Organizator putovanja, kod kojeg se uplaćuje paket aranžman, je odgovoran za izvršenje usluga obuhvaćenih Ugovorom o putovanju u paket aranžmanu, bez obzira mora li te usluge izvršiti sam ili ih moraju izvršiti drugi pružatelji usluga putovanja, te je dužan Putniku odnosno Posredniku/Ugovaratelju putovanja staviti na raspolaganje promidžbeni material i ove Opće uvjete o poslovanju u pisanom ili elektronskom obliku.

Organizatora putovanja obvezuju podaci koji su sadržani u promidžbenim materijalima ili u programu putovanja te je odgovoran za pravilno izvršenje svih usluga obuhvaćenih ovim Ugovorom kao i za brigu o pravima i interesima Putnika suglasno pravilima struke i običajima u turizmu.

Organizator putovanja je dužan Putniku poslati svu potrebnu putnu dokumentaciju (vouchere i ostale informacije vezane za putovanje) najkasnije 7 dana prije početka putovanja.



Organizator putovanja dužan je bez nepotrebnog odgađanja Putniku u poteškoćama pružiti primjerenu pomoć, a posebice a) pružanjem primjerenih informacija o zdravstvenim službama, lokalnim tijelima i konzularnoj pomoći i b) pomaganjem Putniku pri uspostavljanju daljinske komunikacije i pri pronalaženju alternativnih putnih aranžmana. Ako je Putnik poteškoću prouzročio namjerno ili nepažnjom, Organizator putovanja može za pruženu pomoć naplatiti razumnu naknadu koja ne može biti viša od stvarnih troškova Organizatora putovanja.

Organizator putovanja dužan je svakom Putniku ponuditi 'paket' putnog osiguranja. Potpisom Ugovora o putovanju u paket aranžmanu odnosno djelomičnom ili cijelom uplatom ugovorenog iznosa paket aranžmana, Putnik daje suglasnost da su djelatnici turističke agencije ponudili paket putnog osiguranja Putniku odnosno Posredniku/Ugovaratelju putovanja.

Organizator putovanja isključuje svaku odgovornost u slučaju promjena i neizvršavanja usluga koje su prouzročene uslijed više sile i/ili kašnjenja prijevoznih sredstava za koje prijevoznik ne odgovara prema zakonskim propisima i međunarodnim konvencijama.

Članak 13.

PRAVA PUTNIKA I OBVEZE ORGANIZATORA PUTOVANJA U SLUČAJU NEMOGUĆNOSTI IZVRŠENJA ZNATNOG DIJELA USLUGA PUTOVANJA

Ako znatan dio usluga putovanja nije moguće pružiti u skladu s Ugovorom o putovanju u paket aranžmanu, Organizator putovanja je dužan radi nastavka paket aranžmana ponuditi Putniku odgovarajuće alternativne aranžmane, po mogućnosti jednake ili više kvalitete od onih navedenih u programu paket aranžmana, bez dodatnih troškova za Putnika, uključujući i u povratak u mjesto polazišta onako kako je ugovoreno.

Ako Organizator putovanja predloži alternativni putni aranžman čija je posljedica paket aranžman niže kvalitete od one navedene u Ugovoru o putovanju u paket aranžmanu, Organizator putovanja je dužan Putniku odobriti primjereno sniženje cijene.

Putnik može odbiti predložene alternativne putne aranžmane samo ako oni nisu usporedivi s onim što je bilo dogovoreno programom paket aranžmana ili ako je odobreno sniženje cijene neprimjereno.

Ako nesukladnost znatno utječe na izvršenje paket aranžmana i ako Organizator putovanja nije ispravio nesukladnost u razumnom roku koji je odredio Putnik, Putnik može raskinuti Ugovor o putovanju u paket aranžmanu bez plaćanja naknade za raskid te zahtijevati, prema potrebi, sniženje cijene i/ili naknadu štete u skladu s člankom 21. i člankom 22. ovog Ugovora.

Ako nije moguće osigurati alternativne aranžmane ili ako Putnik odbije predložene alternativne aranžmane, Putnik ima pravo, prema potrebi, na sniženje cijene i/ili naknadu štete u skladu s člankom 21. i člankom 22. ovog Ugovora, bez raskidanja Ugovora o putovanju u paket aranžmanu.

U tom slučaju, ako paket aranžman uključuje prijevoz Putnika, Organizator putovanja je dužan osigurati bez nepotrebnog odgađanja repatrijaciju Putnika jednakovrijednim prijevozom, bez dodatnih troškova za Putnika. Dodatni troškovi idu na teret Organizatora putovanja.

Članak 14.

ISPRAVLJANJE NESUKLADNOSTI U IZVRŠENJU USLUGA PUTOVANJA OBUHVACENIH PAKET ARANŽMANOM

Putnik je dužan, bez nepotrebnog odgađanja i vodeći računa o okolnostima, obavijestiti Organizatora putovanja o svakoj nesukladnosti koju utvrdi tijekom ispunjenja usluge putovanja obuhvaćenih Ugovorom o putovanju u paket aranžmanu.



Ako bilo koja od usluga putovanja nije izvršena u skladu s Ugovorom o putovanju u paket aranžmanu, Organizator putovanja je dužan ispraviti tu nesukladnost na zahtjev Putnika, osim ako to nije moguće ili ako bi otklanjanje nesukladnosti prouzročilo nerazmjerne troškove uzimajući u obzir razmjer nesukladnosti i vrijednost usluga putovanja na koje nesukladnost utječe.

Ako Organizator putovanja ne ispravi nesukladnost iz gore navedenih razloga, Putnik ima pravo na sniženje cijene i/ili naknadu štete sukladno s člankom 21. i člankom 22. ovog Ugovora.

Ako Organizator putovanja ne ispravi nesukladnost koju je dužan ispraviti u razumnom roku koji je odredio Putnik, Putnik to može učiniti sam te zahtijevati naknadu nužnih troškova. Putnik nije dužan odrediti Organizatoru putovanja razuman rok za ispravljanje nesukladnosti ako je Organizator putovanja odbio ispraviti nesukladnost ili ako je nesukladnost potrebno ispraviti odmah.

Članak 15.

PAKET ARANŽMAN U ORGANIZACIJI DRUGIH ORGANIZATORA PUTOVANJA

Za sve paket aranžmane gdje je Ilios Travel Company d.o.o. turistička agencija glavni Organizator putovanja vrijede sve odredbe obuhvaćene ovim Ugovorom, osim u slučaju gdje je Ilios Travel Company d.o.o. turistička agencija posrednik odnosno nije glavni Organizator putovanja. Takvi paket aranžmani će biti posebno označeni i za njih se primjenjuju Opći uvjeti poslovanja odgovornog organizatora paket aranžmana te Ilios Travel Company d.o.o. turistička agencija ne odgovara za provedbu turističkih paket aranžmana drugih organizatora.

Članak 16.

PRTLJAGA

Ukoliko Putnik putuje zrakoplovom, ima pravo na prijevoz prtljage sukladno odredbama zračnog prijevoznika. Troškove prtljage Putnik plaća sukladno važećim cijenama zračnog prijevoznika. Kod kopnenog i morskog prijevoza Putnik ima pravo na prijevoz jedne torbe uobičajene veličine. U slučaju da prijevoznik odredi drugačija ograničenja u prijevozu prtljage od navedenog, Organizator putovanja će o tome obavijestiti Putnika odnosno Posrednika/Ugovaratelja putovanja prilikom sklapanja Ugovora.

Organizator putovanja nije odgovoran za prijevoz prtljage te ne odgovara za oštećenu ili izgubljenu prtljagu, kao ni za krađu prtljage ili dragocjenosti u prijevoznom sredstvu ili u smještajnom objektu. Prijave za izgubljenu prtljagu Putnik upućuje direktno prijevozniku ili smještajnom objektu.

Posebnu prtljagu (ski opremu, glazbene instrumente i slične predmete) Putnik odnosno Posrednik/Ugovaratelj putovanja je dužan najaviti prije sklapanja Ugovora. Ako je moguće, organizator putovanja će pokušati zadovoljiti unaprijed najavljeni Putnikov zahtjev za posebnom prtljagom, ali ne može jamčiti ispunjenje takvog zahtjeva. Prijevoznik ima pravo, zbog ograničenja kapaciteta nosivosti, ne zaprimiti dodatnu i posebnu prtljagu. Organizator putovanja stoga ne snosi odgovornost za bilo koji trošak odnosno štetu koju Putnik zbog toga pretrpi. Putnik je sam dužan voditi brigu o svojim stvarima unesenim u putničku kabinu prijevoznog sredstva (vlak, avion, autobus, brod, i dr.) te su ih prilikom svakog napuštanja prijevoznog sredstva dužni ponijeti sa sobom. U protivnom, Putnici sami snose odgovornost za krađu, gubitak ili oštećenje stvari ostavljenih u kabini prijevoznog sredstva bez njihovog nadzora. Prijevoz kućnih ljubimaca nije dopušten, osim u iznimnim slučajevima na zahtjev i uz nadoplatu. Organizator putovanja ne može jamčiti ispunjenje takvog zahtjeva. Preporučujemo uplatu police za osiguranje protiv oštećenja i gubitka prtljage.



Slavonska Avenija 1B, HR-10000 Zagreb, OIB: 10840749604, Tel.: +385/1 409 1900, E-mail: info.hr@generali.hr, broj police osiguranja od profesionalne i javne odgovornosti: P13-1020254774, vrijedi do 14.04.2024. Potpisom Ugovora o putovanju u paket aranžmanu, pismenom potvrdom ponude paket aranžmana putem elektronske pošte ili djelomičnom odnosno cjelokupnom uplatom ugovorene cijene paket aranžmana, Putnik odnosno Posrednik/Ugovaratelj daje suglasnost, da su djelatnici Turističke agencije upoznali Putnika sa sadržajem važeće police osiguranja od profesionalne i javne odgovornosti.

Članak 20.

REKLAMACIJE

U slučaju nepotpuno ili neadekvatno izvršene usluge iz ugovorenog paket aranžmana, Putnik ima pravo prigovora te može pokrenuti žalbeni postupak kod predstavnika turističke agencije ili davatelja usluge na licu mjesta, koji će nastojati ispraviti greške. Naglašavamo da je u interesu Putnika, da nastupa u dobroj namjeri i iskaže volju za rješavanjem prigovora na licu mjesta. Ukoliko to ne bude moguće, Putnik mora tražiti pismenu potvrdu predstavnika turističke agencije ili davatelja usluge, iz koje se vidi da usluga nije pružena, odnosno da nije pružena na način kako je ugovoreno. Pismenu i potpisanu potvrdu Putnik potom prilaže pismenoj reklamaciji te je dužan u roku od 8 dana nakon završetka putovanja poslati organizatoru putovanja preporučenom poštom na adresu: *Ilios Travel Company d.o.o. turistička agencija, Jezerska 32c, HR-10 000 Zagreb*. Ukoliko Putnik uloži reklamaciju nakon navedenog roka, Organizator putovanja takvu reklamaciju nije dužan uzeti u obzir. Svaki Putnik prigovor donosi zasebno. Ilios Travel Company d.o.o. turistička agencija neće uzeti u razmatranje grupe prigovore.

Organizator putovanja je dužan donijeti pismeno rješenje na ovaj prigovor u roku od 15 dana po primitku prigovora, a može odgoditi rok rješenja o pritužbi za dodatnih 15 dana zbog prikupljanja informacija. Organizator putovanja će rješavati samo one pritužbe za koje Putnik dostavi dokaz da je uputio pismeni prigovor davatelju usluge na licu mjesta te da se uzrok nije mogao otkloniti na licu mjesta. Dok postupak rješenja traje, a ukupno 15 odnosno 30 dana nakon ulaganja prigovora, Putnik se neopozivo odriče posredovanja bilo koje druge osobe, arbitraže UHPA-e ili druge institucije, kao i davanja informacija u medije. Isto tako u ovom periodu Putnik se odriče prava na tužbu.

Ukoliko je zbog krivnje Ilios Travel Company d.o.o. turističke agencije došlo do neispunjavanja programa ili dijela usluga, Putnik ima pravo na naknadu u visini stvarne vrijednosti neiskorištenih usluga i ne može obuhvatiti već iskorištene usluge kao ni cjelokupni iznos paket aranžmana. Putnik i Ilios Travel Company d.o.o. turistička agencija će sporove nastojati razriješiti sporazumno, a u suprotnom ugovaraju nadležnosti suda u Zagrebu. Mjerodavno pravo će biti Hrvatsko pravo.

Člankom 14. stavkom 1. Uredne (EU) br. 524/2013. o mrežnom rješavanju potrošačkih sporova propisana je obveza trgovaca sa sjedištem u Europskoj Uniji koji sudjeluju u online prodaji ili uslugama te online tržištima koja su uspostavljena u Europskoj Uniji da na svojim internetskim stranicama osiguravaju elektronsku poveznicu s Platformom za online rješavanje potrošačkih sporova: kliknite [OVDJE](#).

Članak 21.

NAKNADA ŠTETE

Putnik ima pravo, neovisno o sniženju cijene ili raskidu Ugovora, zahtijevati od Organizatora putovanja primjerenu naknadu za svaku štetu koju pretrpi kao rezultat bilo koje nesukladnosti, a Organizator putovanja je dužan Putniku naknaditi tu štetu bez nepotrebnog odgađanja.

Organizator putovanja se oslobađa odgovornosti za štetu ako dokaže da:



- a) se nesukladnost može pripisati Putniku;
- b) se nesukladnost može pripisati trećoj osobi koja nije povezana s pružanjem usluga putovanja obuhvaćenih Ugovorom o putovanju u paket aranžmanu i da je nesukladnost nepredvidiva ili neizbježna;
- c) je do nesukladnosti došlo zbog izvanrednih okolnosti koje se nisu mogle izbjeći.

Putnik ima pravo podnijeti zahtjev za naknadu štete u skladu sa Zakonom o pružanju usluga u turizmu Republike Hrvatske i u skladu s međunarodnim konvencijama.

Članak 22.

SNIŽENJE CIJENE

Putnik ima pravo na primjereno sniženje cijene za svako razdoblje tijekom kojeg je postojala nesukladnost u vezi s ugovorenim putovanjem u paket aranžmanu, osim ako Organizator putovanja dokaže da se nesukladnost može pripisati Putniku.

Putnik ima pravo podnijeti zahtjev za sniženje cijene u skladu sa Zakonom o pružanju usluga u turizmu Republike Hrvatske i u skladu s međunarodnim konvencijama.

Članak 23.

MOGUĆNOST STUPANJA U KONTAKT S ORGANIZATOROM PUTOVANJA

Putnici su u mogućnosti izravno stupiti u kontakt s Organizatorom putovanja kako bi zatražili pomoć ako se nađu u poteškoćama ili kako bi prijavili svaku nesukladnost koju utvrde tijekom izvršenja paket aranžmana. Kontakt podaci Organizatora putovanja su sljedeći: *ILIOS TRAVEL COMPANY d.o.o. turistička agencija, Jezerska 32c, HR-10000 Zagreb, Tel. 1 (u Hrvatskoj): +385/91 547 4546 ili Tel. 2 (u Sloveniji): +386/70 393 849, Email: info@ililuxurytravel.com, kontakt osoba: Romana Šešlak (direktor i voditelj poslova).*

Članak 24.

ZAŠTITA PRIVATNOSTI

Putnik osobne podatke daje dobrovoljno. Osobni podaci Putnika potrebni su u procesu realizacije tražene usluge i koristiti će se za daljnju međusobnu komunikaciju (npr. pismo namjere, upute o uplati, obavijesti o realizaciji usluge).

Ilios Travel Company d.o.o. turistička agencija se obvezuje da neće osobne podatke Putnika iznijeti iz zemlje ili dati trećoj osobi, osim partnerima koji sudjeluju u realizaciji ugovorene usluge (npr. smještaj, aviokompanija, prijevoznik, turistički vodič, voditelj putovanja, itd.). Iznimka od davanja osobnih podataka trećim osobama odnosi se na obveze zakonom /odlukom nadležnog tijela državne vlasti ili ugovaranjem dragovoljnog zdravstvenog osiguranja za vrijeme trajanja putovanja, osiguranja od posljedica nesretnog slučaja i bolesti na putovanju, osiguranja prtljage, osiguranja od otkaza putovanja te osiguranja kojim se osiguravaju troškovi pomoći i povratka Putnika u mjesto polazišta u slučaju nesreće i bolesti. Ukoliko Putnik zaključi policu osiguranja, osobni podaci proslijediti će se osiguravajućem društvu.

Osobni podaci Putnika čuvati će se u bazi podataka, sukladno odluci rukovodstva Turističke agencije o načinu prikupljanja, obrade i čuvanja osobnih podataka.

Ilios Travel Company d.o.o. turistička agencija zadržava pravo osobne podatke Putnika upotrebljavati u marketinške svrhe (npr. slanje obavijesti, akcija, promocija, newsletter). Putnik je u mogućnosti u bilo kojem trenutku zatražiti da se njegovi osobni



podaci izuzmu iz baze podataka koji se koriste u marketinške svrhe, slanjem pismenog zahtjeva na info@ililuxurytravel.com. Prigovor na obradu osobnih podataka u marketinške svrhe neće utjecati na ugovaranje i/ili realizaciju tražene usluge.

Članak 25.

NADLEŽNOST SUDA

Ugovorne strane se obvezuju da će moguće sporne slučajeve riješiti sporazumno. Za slučaj spora uglavljuje se mjerodavnost prava i nadležnost suda prema sjedištu Organizatora putovanja ili davatelja usluge kao i primjena hrvatskog prava.

Članak 26.

SUGLASNOST PUTNIKA

Putnik prihvaća odredbe ovog Ugovora, opće uvjete poslovanja kao i sve predugovorne informacije navedene u ponuđenom paket aranžmana na jedan od sljedećih načina:

- Pismenom potvrdom ponude paket aranžmana putem elektronske pošte na info@ililuxurytravel.com
- Potpisom ovog Ugovora o putovanju u paket aranžmanu
- Djelomičnom ili cjelokupnom uplatom ugovorene cijene paket aranžmana
- Prihvatanjem izdanog računa za uplaćene usluge
- Korištenjem naručenih i uplaćenih turističkih usluga

Članak 27.

ZAVRŠNE ODREDBE

Putnik potvrđuje te je suglasan:

- da mu je prije sklapanja Ugovora o putovanju u paket aranžmanu Organizator putovanja odonso Posrednik/Ugovaratelj stavio na raspolaganje odgovarajuću obavijest osnovnim graničnim, viznim i zdravstvenim formalnostima u pogledu putovanja i boravka u mjestu odredišta kao i o vremenu potrebnom za ispunjavanje tih formalnosti
- da mu je ponuđeno osiguranje od posljedica nesretnog slučaja i bolesti na putovanju, osiguranje u slučaju oštećenja i gubitka prtljage, dragovoljno zdravstveno osiguranje za vrijeme puta i boravka u inozemstvu, osiguranje za slučaj otkaza putovanja te osiguranje kojim se osiguravaju troškovi pomoći i povratka Putnika u mjesto polazišta u slučaju nesreće i bolesti
- da je upoznat sa sadržajem važeće police osiguranja jamčevine kao i profesionalne i javne odgovornosti
- da je ovaj Ugovor o putovanju u paket aranžmanu / Opći uvjeti poslovanja sastavni dio svakog paket aranžmana izdan od strane Ilios Travel Company d.o.o. turističke agencije

Ugovor o putovanju u paket aranžmanu / Opći uvjeti poslovanja stupaju na snagu dana 01.01.2023. godine, te se mogu ažurirati u bilo kojem trenutku.



Romana Šešlak Cvijanović, direktor i voditelj poslova
Ilios Travel Company d.o.o. turistička agencija

Mjesto i datum

Putnik (puno ime i prezime čitljivim slovima te vlastoručni potpis)
ILI Posrednik / Ugovaratelj putovanja (pečat i potpis odgovorne osobe)

Mjesto i datum