



TRAVEL MATTERS – PUTOVANJA NA ŠESTU TERMS & CONDITIONS

Korčula, October 2018

1. APPLICATION OF THESE TERMS & CONDITIONS

These terms and conditions, together with the terms set out in the Booking Form and any further terms and conditions notified to you by us prior to your entering into a contract with us, including any terms and conditions in our brochures or on our website which are relevant to your booking and any other terms which we both otherwise agree will be binding on Travel Matters – putovanja na šestu and you once a contract is made between us. A contract will exist between us once you have made your booking with us, paid your deposit (or such other fee as may be appropriate, for example where you are making a 'late booking') and we have issued you with our booking confirmation. You should read these terms and conditions carefully. If any part of Our Terms is found to be invalid or unenforceable, then the remainder of them will not be affected and will remain valid and enforceable.

2. BOOKING CONDITIONS

All services are subject to availability. When you make a booking with us you are making an offer to us to buy some of our advertised services. We reserve the right to refuse to accept and/or not to proceed with any booking at any time in our sole discretion. Once the contract is made between us we will use reasonable skill and care to perform our obligations to you in accordance with our Terms & Conditions.

All bookings must be made by a person aged eighteen years or over. Where your booking is for more than one person, the first-named person in your party aged eighteen years or over will be treated by us as the 'lead name' for your booking. The lead name will be responsible for making all payments due to us in accordance with our contract.



Completion and submission by you of our Booking Form will be treated by us as confirmation that you have read, understood and accepted all our Terms & Conditions.

It is important that you accurately complete our Booking Form as all documents, notices and other information relating to your tour or package will be sent to this address. It is your responsibility to ensure that the details which you supply to us are correct.

3. PAYMENT

You will be notified at the time of booking of the price of your tour or package. You will be required at the time of booking to pay us a non-refundable deposit, typically 20% of the quoted price, and the full tour or package price of a booking should be made at least 60 days prior to departure. In certain circumstances (depending on the nature of the booking) we will require a non-refundable deposit in excess of the usual 20%. On occasions, our suppliers require additional amounts up to full payment in advance. On these occasions we will require additional payment in advance. Unless you are making a late booking, the balance owing must be paid to us no later than 60 days before your date of departure or the date of your tour or package. If we do not receive the balance by this time, then we will treat the booking as cancelled by you and you will be liable to pay our cancellation charges (see paragraph 5.2).

We accept only bank transfers. Using bank transfer, all bank charges have to be supported by you and should be added to the total amount. If your booking is made so close to the departure date that it is necessary to issue your documents on departure or send them to you by special delivery, there will be an administration charge payable by you of 400,00 kn per booking. An administration charge also applies to any changes carried out by us at your request (see paragraph 5.1).

4. PRICES

The prices quoted in our brochures, on our website or in our publicity and promotions from time to time are correct at the time of publication. In the event of any change in our prices to those stated we will notify you prior to accepting your booking. All our prices are quoted in HRK (Croatian kuna).

We guarantee the price of your tour or package stated in our booking confirmation. We may however pass on to you certain additional charges resulting from increased transportation costs (including the cost of fuel), dues, taxes, landing taxes or



embarkation or disembarkation fees at ports and airports or fluctuations in the exchange rate. We will not pass on any such charges occurring within 30 days of your scheduled date of departure nor which would result in an increase of less than 2% in the total cost of your tour or package.

Our tour or package price does not include:

- Visa fees, portorage, personal expenditure, hotel extras, fuel and extras for car hire
- Taxes or compulsory charges introduced by Governments, regulatory bodies or airlines after you have booked
- Security charges introduced or increased after you have booked relating to transportation costs
- Insurance

The price payable by you for your tour or package and what this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation.

Some bookings or prices are dependent on the number of participants or occupants and if this applies to your tour or package arrangements you will be notified by us at the time of booking. We reserve the right to make further charges where numbers fall below those required to qualify for the discount offered or price otherwise appropriate. We also reserve the right to cancel such a booking in the event that numbers fall below the required number at any time up to 30 days prior to your due date of departure.

5. CHANGES OR CANCELLATION BY YOU

5.1 CHANGES

(a) Transfers

Where you or any member of your party is prevented from travelling for any reason (including death, illness or jury service) we will transfer your booking to any other person satisfying all the requirements relating to your tour or package notified to us by you in writing a reasonable time prior to your due date of departure.



(b) Other changes

If you wish to make any other change to your booking at any time after our booking confirmation has been issued, we will try but cannot promise to meet your request. On some occasions, if members of a group booking withdraw, there are fixed costs which mean the remaining travelling party must pay more per person. We require your authority in writing before we can make any change. In the event that any change is requested in relation to a group booking we require the authority in writing of the lead name before we can make the change.

(c) Administration fee

In each of the above circumstances, an administration charge will be payable of 200,00 kn per person where your request is received by us 60 days or more prior to your date of departure and 400,00 kn per person where the request is received less than 60 days prior to your date of departure. This charge is non-refundable. However, if an air ticket has already been issued and the flight cannot be changed to another name then the full cost of that ticket will be due.

(d) Treatment of changes by our suppliers

Many of our suppliers do not permit us to change names or travel dates and impose full cancellation charges. We will pass these on to you in addition to our administration charge, where applicable.

5.2 CANCELLATIONS

If you wish, following the issue to you by us of our booking confirmation, to cancel your booking or any part of it relating to any person (in the case of a group booking), we will require your authority in writing or (in the case of a group booking) the authority in writing of the lead name to do so.

Our cancellation charges will apply (see the table 'cancellation charges' below). These are calculated with reference to the date on which we receive your authority in writing. We will not refund to you any deposits, administration charges, or any other fees or charges made by us and paid by you relating to your tour or package in the event of cancellation by you.

We incur costs from the time you make your booking and you agree that if you cancel your booking you will compensate us for our losses and expenses, as per the table below. Our cancellation charges increase the nearer the cancellation is made to your departure date as we may not be able to resell your tour or package without making significant price reductions, or at all.



We strongly recommend that you take out insurance cover for cancellation adequate to cover the value of your tour or package.

Number of days left before your due date of departure when your authority in writing is received by us. Cancellation charge (expressed as a percentage of the total tour or package price):

45 days or more deposit only

45 - 30 days 40 %

29 - 22 days 60 %

21 - 15 days 80 %

14 - 8 days 90 %

8 days or less 100 %

6. IF WE HAVE TO CHANGE OR CANCEL YOUR TOUR OR PACKAGE

We will take reasonable care to deliver the tour or package which we are contracted to provide to you. As we put in place the arrangements necessary to enable us to offer our range of tours and packages many months in advance, we may occasionally have to make changes and reserve the right to do so at any time.

Our obligation to you depends on whether the changes are considered 'minor' or 'major'. A 'major' change is one which results in a significant alteration to the essential terms of the contract between us.

'Major' changes include:

- price
- your departure airport
- your city/resort/place of destination
- your accommodation to a lower star grading



A 'minor' change is any other change which is not a 'major' change. We will try to tell you as soon as reasonably possible prior to your due departure date about any 'minor' changes, although we are not obliged to do so.

If we have to make a 'major' change we will notify you as soon as possible and you will have one of the following options:

- to agree the changes and accept their impact (including any on price)
- to transfer to another holiday offered by us (subject to availability) of equivalent or superior quality
- to transfer to another holiday offered by us (subject to availability) of lower quality and receive a refund for any difference in price
- to cancel your tour or package and receive a refund of all monies paid by you to us

6.1 CIRCUMSTANCES BEYOND OUR CONTROL

We will not accept any liability where any change is due to circumstances outside of our reasonable control, including (without limitation) any strikes, lockouts or other industrial action; acts of God; war; riot; civil commotion; compliance with any law or governmental order, rule regulation or direction; impossibility of the use of any means of public or private transport or any action of any government or regulatory body; accident; break-down of plant and machinery; fire; flood or storm; other adverse weather conditions (including heavy rainfall, hail, snow, fog or frost) affecting any hiking path, airport, port or any other transport link, embarkation or disembarkation point and their operation; flight delays; other matters affecting air traffic control (including failure of equipment, systems and software); siege; acts of terrorism; police or security alerts or precautionary measures taken.

7. OUR LIABILITY TO YOU

We will take reasonable skill and care in performing our contractual obligations and if we or our agents or suppliers fail to use reasonable skill and care or are negligent and you are able to prove we have caused you loss or damage, we may, subject to these Terms & Conditions, accept responsibility for compensating you.

If you feel that any part of your tour or package arrangements is not provided as promised, you must, as soon as possible, notify us, and provide us with details in writing at the earliest opportunity.



Where, as a result of our failure to properly perform our obligations, we have failed to provide you with a significant proportion of the services which you have contracted with us to provide, we will (where possible and appropriate to the circumstances), endeavour to organise suitable alternative arrangements at no extra cost to you. Where, as a result of our improper performance, we have failed to provide you with a significant proportion of the services which you have contracted with us to provide and suitable alternative arrangements are not available or are unacceptable to you for good reasons then (where appropriate) we will make arrangements for you (and where other members of your party are affected, those members of your party) to return to your place of departure at no extra cost to you. In all other cases (i.e. where we have not failed to provide you with a significant proportion of the services which you have contracted with us to provide) our obligation following your notification to us is to investigate matters and (where appropriate) make prompt efforts to find appropriate solutions.

Our liability in all cases shall be limited to a maximum of the total cost of your tour or package (including deposits and administration charges). We do not accept responsibility for the acts and/or omissions of any third parties with whom you may have made any bookings or arrangements direct.

None of the provisions of this paragraph shall have the effect of excluding or limiting our liability in respect of any personal injury or death of you or any member of your party during your holiday directly resulting from our own acts or omissions or the negligent acts or omissions of our employees, agents or suppliers whilst acting within our authority or instructions in the performance of our contractual obligations to you. We do not accept any responsibility for death, injury or illness caused by any act or omission whether of any third parties acting outside of our authority, instructions or control or with whom you may have made any bookings or arrangements direct or any cause which we could not reasonably prevent.

We are not liable to you where our failure or the improper performance of any of our obligations to you is due to:

- any fault or failure of you or of any member of your party
- any fault or failure of any third party unconnected with us and the provision of the services for which you have contracted with us to provide which are unforeseeable or unavoidable
- circumstances beyond our or beyond our suppliers' reasonable control (which circumstances are without limitation described in paragraph 6.1 although we will endeavour following notification to us to provide you with our prompt assistance where our failure or improper performance results from circumstances not due to any fault or failure of you or any member of your party).



Our suppliers and our local representatives are instructed not to act as our agents in booking any alternative activities other than those approved and offered by us and which you have purchased directly from us. Any assistance they may offer at your request in relation to such activities does not imply they have acted as our agent or with our authority or approval. We are not responsible for such activities and have no liability to you in respect of any of them.

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met, however, and we are not liable to you in the event that your wishes are not met.

8. YOUR RESPONSIBILITY

It is your responsibility to ensure that you and everyone travelling with you have valid passports, appropriate visas and vaccinations. We are not liable for any costs, delays or illness resulting from your failure to meet requirements.

You are responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your tour or package or, if newly diagnosed, before your due date of departure so that we can pass these details on to our suppliers in good time. We are not in any circumstances liable if any carrier refuses you or any member of your party as a passenger as a result of any medical condition or disability.

You are responsible for your behaviour and that of your party. We and our suppliers reserve the right to refuse your booking or the right to board or the right to travel and to remove you and/or any member of your party from any transport, accommodation or any part of tour or package if you or any member of your party is drunk or under the influence of drink or drugs; if you are or we reasonably believe that you are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to others or is causing a nuisance or annoyance to others. No refund will be given, or compensation paid, and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us in such circumstances. You may also become the subject of police inquiry or security measures or investigation and liable in the event that any offence is committed to criminal prosecution and penalties whether in Croatia or in any other country having jurisdiction in respect of the alleged activity. You must fully cooperate with and follow any safety procedures and instructions given by any organisation which is running the activities which you do while on holiday. It is possible that such organisations will require you to sign a waiver form in respect of the activity being carried out.



Despite our best endeavours to ensure your tour or package runs as smoothly as possible, problems can occur. If you do experience difficulties that cannot be dealt with, then please contact us. Please remember that we will be unable to help if you only mention the issue on your return from holiday.

Many of our trips take place in destinations where local conditions vary enormously, and the people we deal with on the ground may be less time-conscious or meticulous in planning than ourselves, and while we will do our best to ensure that your tour or package goes according to plan, we ask that those who travel with us do so with a spirit of adventure, in a positive frame of mind, and in good humour.

9. DEALING WITH COMPLAINTS

If you have a problem during your tour or package, please immediately inform the relevant supplier whose service is involved (e.g. your hotelier) and our tour guide (or if none, Travel Matters), who will endeavour to put things right. It is unreasonable and in breach of your contractual obligations to us to take no action whilst on holiday, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to Travel Matters in writing to arrive within 6 days of your return giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form while on holiday. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract resulting in reduced or no compensation if any was merited.

In the event of dispute with regard to any element of your tour or package the place of jurisdiction is in Korčula, Croatia.

10. INSURANCE

You are strongly advised to purchase travel insurance for your tour or package and to make sure that all of the activities which you will be carrying out are covered by such insurance. This insurance should include adequate cancellation insurance to the value of your tour or package, emergency evacuation and repatriation costs in respect of all of your activities.