

GENERAL TERMS AND CONDITIONS

1. General Provisions

These General Terms and Conditions apply to all bookings performed through Amber Travel Agency (unless different terms and conditions have been agreed to in writing) and they constitute an integral part of the contract and/or confirmation of booking.

2. Booking and Signing a Contract

Booking can be made by telephone or in writing. The General Terms and Conditions shall come into force upon signing the agreement or a written confirmation of services by the Amber Travel Agency. The Agency shall provide the service in compliance with the information published and valid on the date of confirming the booking, and pursuant to the description and dates for which booking was confirmed, except in the event of Force Majeure.

3. Categorisation and Description of Services

The offered accommodation units, restaurants, means of transport, etc. have been described in compliance with the official categorisation of the relevant institution at the time of issuing the programme. Accommodation standards, catering standards and services of individual countries are different and cannot be compared.

4. Obligations of the Agency

It is the Agency's duty to care for rendering of the services, selection of the service provider and making sure that the passengers' rights and interests are respected, all in compliance with the good practice in tourism. The Agency shall comply with all of the above obligations completely and fully in the described manner, except in special circumstances (Article 13.2).

5. Obligations of the Client

No later than 60 days before arrival, the client must send the first rooming list or travel cancellation notice, unless it is stated otherwise in the offer. If Amber Travel does not receive the cancellation notice 60 days before the beginning of travel, the expenses stated in Article 13.1 shall apply automatically. The Agency must be informed immediately of any and all changes in the number of passengers and the rooming list, and such changes shall become valid after Amber Travel Agency has confirmed them in writing. The client must inform the passengers about the valid visa practice, foreign exchange, customs and other legal regulations of the Republic of Croatia and other countries included in the itinerary. Amber Travel is not obliged to bear the responsibility arising from not being acquainted or not complying with the same.

6. Terms of Payment

The following terms of payment apply to all bookings (unless agreed otherwise in writing):

- 60 days before arrival at the latest – 30 % of the total amount
- 7 days before arrival at the latest – the remaining amount

7. Sojourn Tax

Pursuant to the valid Sojourn Tax Act of the Republic of Croatia, all passengers must pay sojourn tax. The final amount of the sojourn tax for a specific booking depends on the destination in the Republic of Croatia and the time of stay, and shall be charged at the same time as other services.

8. Travel Insurance

The travel prices do not include a Travel Insurance "package": insurance from the risk of accident and illness while on travel, the insurance from the risk of damage and loss of baggage or travel cancellation insurance. We recommend opting for the said package at your domicile insurance company.

9. Baggage

Air transport of baggage is free of charge if it does not exceed the weight determined by a specific airline. Excess baggage shall be charged pursuant to the valid pricelists of that airline. In bus transport, the passenger may carry two pieces of personal baggage. Passengers must take care of the possessions they brought into the bus cabin, and take them along every time they leave the bus.

Otherwise, the passengers shall be liable for any theft, loss or damages to the objects left in the bus cabin unattended. The Agency shall not be liable for any damaged, destroyed or lost baggage, nor for any stolen baggage or valuables at the accommodation unit (we recommend renting a safe deposit box if available, or taking an insurance package that includes baggage). Lost or stolen baggage must be reported to the accommodation service provider and to the relevant police station.

10. Travel participants and minimum number of passengers

Amber Travel provides one spot free of charge for every 25 passengers who pay the travel package at full price (unless confirmed otherwise in writing). The offer determines the minimum number of passengers necessary for achieving the offered prices and conditions. If the minimum number of passengers has not been achieved, Amber Travel shall reserve the right to correct the prices based on additional expenses, and it shall inform the client thereof immediately. In the event of unjustified and late cancellation by the client, Amber Travel is entitled to claim damage in compliance with the contracted cancellation conditions.

11. Change of Services

Amber Travel retains the right to change individual service or agreed programme if that becomes necessary, and if the same or better alternative has been provided.

12. Resolving Complaints

Every passenger is entitled to complain for the service paid but not received, i.e. for inadequate quality of the service. The passenger must immediately complain to the tour manager about the inadequate service. The tour manager must inform Amber Travel Agency thereof in order to commence resolving the problem immediately, and remove the causes of the complaint. The client must cooperate with the service provider and Amber Travel Agency in good faith in order to remove the cause as soon as possible. If the problem has not been resolved even after the intervention on the spot, the client must send his or her complaint in writing, within 8 days after the end of the travel, via e-mail to info@ambertravel.hr, or to the address:

ARX d.o.o. - AMBER TRAVEL

Rubeši 107
51215 Kastav
Croatia

along with all documentation and photographs proving the validity of the complaint. If the client fails to inform Amber Travel about inconveniences during the travel, he or she shall lose the right to the compensation of the unused services or the right to reduction of the price. While the procedure is pending, during the total of 15 days after filing the complaint, the client irrevocably waives the right to the mediation by any other person or institution, as well as to give information to the media. Moreover, during this period, the client waives the right of action. The highest compensation for the complaint can amount to the price of the portion of the service that the passenger complained about, and it cannot include the services already used or amount to the total price of the service. The agency cannot be held liable for the situations and events that may cause the passenger's discontent but which do not directly concern the quality of the booked accommodation unit (e.g. bad weather, poorly tended beach, too much crowd, stolen or damaged property, etc.).

13. Cancellation of the Agreement

13.1. CANCELLATION BY THE CLIENT

If the client cancels the travel, the following cancellation expenses shall apply (unless agreed upon otherwise in writing):

- Cancellation within 60 days before arrival: free of charge
- Cancellation between 59 and 40 days before arrival: 20 % of the total amount
- Cancellation between 39 and 15 days before arrival: 50 % of the total amount
- Cancellation between 14 and 8 days before arrival: 75 % of the total amount
- Cancellation within 7 days before arrival: 100 % of the total amount

13.2. CANCELLATION BY AMBER TRAVEL AGENCY

Amber Travel is entitled to cancel the travel:

- If the client fails to adhere to all determined payment deadlines or other contracted obligations. In that event, Amber Travel is entitled to a reimbursement, as stated in Article 13.1.
- in the event of: strikes, conflicts, disturbances, catastrophes, epidemics, political insecurities, and in any other event of Force Majeure

In all events of cancellation, Amber Travel is not liable for any further damage claims and it is not obliged to render further services.

14. Exclusion of Liability of Amber Travel Agency

14.1. GENERAL EXCLUSION OF LIABILITY

Amber Travel shall bear no liability for damages that have not been proven, or for damages caused by Force Majeure.

14.2. EXCLUSION OF LIABILITY IN THE EVENT OF THE SUPPLIER'S INSOLVENCY OR BANKRUPTCY

If the supplier who is a contracted party of Amber Travel Agency was forced to close its business due to financial problems and shall no longer be able to serve as host to the client under the previously agreed terms and conditions, Amber Travel shall find similar or better alternative, depending on the availability on the market. In the event of negative experiences arising from the above situation, Amber Travel shall bear no liability for damages.

15. Liability Insurance

Pursuant to the Act on the Provision of Tourism Services, the agency has signed an agreement with the insurance company Triglav osiguranje d.d., for damages caused to a passenger by failure to meet obligations or by partially or inconsistently meeting the obligations.

16. Personal Data Protection

The service user provides personal data voluntarily. The service user's personal data are necessary in the process of realisation of the requested service and shall be used for mutual communication. The Agency commits not to send the user's personal data abroad, or give them to third parties, except to the partners participating in realisation of the contracted service (e.g. accommodation, airline, carrier). The user's personal data shall be kept in database, in compliance with the decision brought by the Agency management on the manner of collecting, processing and keeping personal data.

17. Jurisdiction

The parties shall try to resolve any disputes amicably. In case they fail, the court of Rijeka shall have jurisdiction over all disputes, and Croatian Law shall apply.

18. Final Provisions

These General Terms and Conditions shall come into force on 25th May 2018.

ARX d.o.o. – AMBER TRAVEL Tourist Agency

Rubeši 107, 51215 Kastav

Personal Identification No. (VAT): HR24628911418