

General Terms and Conditions for Travel Organisation

These General Terms and Conditions regulate the basis of business relationships between ZANTIUM TRAVEL and the clients to whom ZANTIUM TRAVEL permanently or periodically offers its services.

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1. BOOKINGS

It is possible for you to make a booking as long as there are vacancies on a certain trip. When registering, you shall fill in the application document (application form, or contract), which contains basic traveller data and basic information about the package. When making a booking, the traveller shall provide all information and documents required for a particular package. If the traveller does not provide accurate data, he is responsible for all costs or consequences arising from providing inaccurate information. Additionally, any changes to the traveller's name or date of travel shall be paid by the traveller according to the valid price lists of services and company rules. Making the advance payment and signing the application document concludes the contract between the traveller and ZANTIUM TRAVEL, the provisions of which are binding on the contracting parties from that moment. All the information included in the package for which the application document was made and signed represent a legal obligation and

an integral part of the concluded contract for ZANTIUM TRAVEL and the traveller. The contract is signed in two copies, one of which is kept by the traveller and the other by ZANTIUM TRAVEL.

2. PACKAGE CONTENT

The price of the package, as a rule, includes (unless otherwise stated in the package): transport services, hotel and catering services and travel organisation. If specifically stated in the package, the price of the package may include other services (e.g., foreign airport travel fees, costs of professional and local guidance, optional excursions, tickets for the facilities visited). Special services required by the traveller (special meals, special accommodation, etc.) are not included in the price of the package and the traveller shall request them when making a booking. The application document obliges ZANTIUM TRAVEL to perform all services specified in the package, in the scope and content specified in the package, except in exceptional circumstances—force majeure. ZANTIUM TRAVEL shall undertake the performance of special services that the traveller requests depending on the possibility of their performance; these services shall be binding only if ZANTIUM TRAVEL expressly undertakes to perform them in the contract.

The traveller, therefore, has all the rights resulting from the provisions of the Act on the Provision of Tourism Services relating to the package travel. The ZANTIUM TRAVEL tourist agency is fully responsible for the proper performance of the package as a whole.

The ZANTIUM TRAVEL tourist agency has the proscribed security in place to refund the traveller's payments and, in case the transport is included in the package, ensure the traveller's repatriation in the event that it becomes/they become insolvent.

For more information on the most important rights related to the package travel contract, please visit https://mint.gov.hr/UserDocsImages/AA_2018_c-dokumenti/180130_NN130_act_TourismServices.pdf

By clicking on the link, the traveller will receive the following information:

Key rights under the Act on the Provision of Tourism Services:

- Travellers shall receive all essential information about the package before concluding the package travel contract.
- There shall always be at least one trader who is liable for the proper performance of all the travel services included in the contract.

- Travellers shall be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the tourist agency.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs increase (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller shall have the right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If the trader responsible for the package cancels the package before the start of the package, travellers shall be entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of extraordinary circumstances, for instance, if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative packages will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers shall also be entitled to a price reduction and/or compensation for damage where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the trader becomes insolvent, payments will be refunded. If the organiser or where applicable, the trader becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. The organiser/trader ZANTIUM TRAVEL has taken out insolvency security with Croatia osiguranje d.d., Vatroslava Jagića 33. Travellers may contact this entity or, where applicable, the competent authority (Court of Honour and Mediation Centre at the Croatian Chamber of Economy, Zagreb, Rooseveltov trg 2, 01/4561-555, hgk@hgk.hr) if services are denied due to the insolvency of the tourist agency.

Please find the links to the Directive (EU) 2015/2302 and the Act on the Provision of Tourism Services: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&from=HR> and https://mint.gov.hr/UserDocsImages/AA_2018_c-dokumenti/180130_NN130_act_TourismServices.pdf

Standard information form in the case of linked travel arrangements within the meaning of Article 7, item 5, subitem a) of the Act on the Provision of Tourism Services where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling the return ticket) and the traveller. If, after selecting and paying for one travel service, the traveller books additional travel services for his trip or holiday via our tourist agency ZANTIUM TRAVEL, he shall NOT benefit from rights applying to packages under the Act on the Provision of Tourism Services.

Therefore, the ZANTIUM TRAVEL tourist agency shall not be responsible for the proper performance of individual travel services. In case of problems please contact the relevant service provider.

However, if the traveller books any additional travel services during the same visit to or contact with our ZANTIUM TRAVEL tourist agency, the travel services shall become part of a linked travel arrangement. In this case, the ZANTIUM TRAVEL tourist agency has, as required by the Act on the Provision of Tourism services, security in place to refund the traveller's payments to the ZANTIUM TRAVEL tourist agency for services not performed due to the insolvency of the ZANTIUM TRAVEL tourist agency and, where applicable, for the repatriation of the traveller. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

Tourist agency ZANTIUM TRAVEL has contracted insolvency security with Croatia osiguranje d.d., Vatroslava Jagića 33.

Travellers may contact this entity or, where applicable, the competent authority (Court of Honour and Mediation Centre at the Croatian Chamber of Economy, Zagreb, Rooseveltov trg 2, 01/4561-555, hgk@hgk.hr) if services are denied due to the insolvency of the ZANTIUM TRAVEL tourist agency.

Note: This insolvency security does not cover contracts with parties other than the ZANTIUM TRAVEL tourist agency, which can be performed despite the insolvency of the ZANTIUM TRAVEL tourist agency.

Please find the links to the Directive (EU) 2015/2302 and the Act on the Provision of Tourism Services: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&from=HR> and

3. PAYMENTS

The prices of packages shall be expressed in kuna (HRK). When signing the application document, the traveller shall pay 100% of the price of the package, thus confirming the reservation. The specified method of payment will be applied in all cases unless the package (the contents of which will be known to the traveller before signing the application document) specifies a different payment.

4. PRICES

The calculations were made based on services and currency ratios on the day specified in the programme. ZANTIUM TRAVEL reserves the right to change prices in the event of a change in service prices, or a change in the BSR exchange rate by more than 3% relative to the exchange rate on the day specified in the programme. If the price increase exceeds 8 % of the contracted price, the traveller may terminate the contract, without the obligation to compensate the damage, and get a full refund of any payments made to ZANTIUM TRAVEL. The prices of the packages are published in kuna and are calculated according to the prices of services in reference currencies at the selling rate of ZANTIUM TRAVEL's commercial bank on a certain day. ZANTIUM TRAVEL may request an increase in the contracted price if the exchange rate of the contracted currency changes by more than 3% after the conclusion of the contract. ZANTIUM TRAVEL reserves the right to increase the contracted price of the package if there is an increase in the calculation elements of the package, i.e., an increase in transportation costs, including fuel and tolls, accommodation, meals, etc. or an increase in fees for certain services (airports and other ports, etc.), which affect the cost of travel after the contract has been concluded. In that case, the price of the package shall be increased in proportion to the increase in the price of the calculation elements based on which the price was formed, i.e., the price of the package shall be increased in proportion to the price of each service (calculation element) and its share in forming the total price of the package. If the increase in the total price exceeds 8%, the Travel Contractor may terminate the Contract and get a full refund of any payments without having to compensate ZANTIUM TRAVEL, if he notifies ZANTIUM TRAVEL in writing within three (3) working days from receiving written notification of a price increase exceeding 8%. If the Travel Contractor fails to cancel the trip within the specified period, it shall be assumed that he has agreed to the change or increase in the price. The contracted price may not be increased later than 20 days prior to the beginning of the trip. ZANTIUM TRAVEL is not responsible for typographical and other errors in the offer concerning the information on prices, content, and description of the package. In case of obvious typographical and other errors, the valid information shall be the information on prices, content and description of the package subsequently indicated as correct by ZANTIUM TRAVEL.

5. CATEGORISATION AND DESCRIPTION OF SERVICES

Hotels and other facilities in the package are marked with a category according to the customs of each country or region. If the traveller has not requested a room with some special features (conveniences, certain floor, etc.), he shall accept any officially registered room for rent in the indicated facility. ZANTIUM TRAVEL assumes no responsibility for any oral or written complaint that is not in accordance with the description of services in the contracted package.

6. PACKAGE CHANGES

ZANTIUM TRAVEL reserves the right to change the package in case of extraordinary circumstances that could not have been foreseen or remedied (see point 2). In this case, ZANTIUM TRAVEL will try to perform the contracted services in accordance with the possibilities in each situation. Contracted accommodation may be replaced only by facilities of the equivalent or higher category in the same place at the expense of ZANTIUM TRAVEL. ZANTIUM TRAVEL reserves the right to change the date or hour of travel due to changes in schedule or due to unforeseen circumstances, as well as the right to change the direction of travel if the travel conditions change (change of schedule, the safety situation in a particular country, natural disasters, or other situations beyond the influence of ZANTIUM TRAVEL), without damage compensation and according to applicable regulations in international traffic. If the package is substantially changed with no justified reason, ZANTIUM TRAVEL shall refund the traveller's payments, provided that the traveller cancels the trip prior to its beginning. If the package changes significantly during realisation, the traveller bears the costs of the realised services until the moment of cancellation.

7. RIGHT TO CANCEL THE PACKAGE

ZANTIUM TRAVEL has the right to cancel the package fully or partially before or during the realisation of the package in case of extraordinary circumstances that could not have been avoided or remedied, and would, had they occurred at the time of publication or sale, entail a justifiable reason not to publish or sell the package. ZANTIUM TRAVEL may cancel a package even when the minimum number of travellers explicitly provided for a particular type of package has not been met. In case of a complete cancellation of the package before the beginning of the trip, ZANTIUM TRAVEL shall not be obliged to compensate any damages, but only return the received amount of compensation to the traveller. If the package is cancelled during the realisation due to the stated reasons, ZANTIUM TRAVEL shall be obliged to reimburse the amount pertaining to the unrealised part of the package.

8. CANCELLATION OF TRAVEL

If an individual cancels a trip, ZANTIUM TRAVEL shall apply the following calculation of cancellation costs, unless otherwise stated in the travel programme:

- Up to 30 days before the trip, ZANTIUM TRAVEL shall retain 10% of the package price, and at least HRK 100.
- From 29 to 22 days before the trip, ZANTIUM TRAVEL shall retain 30% of the package price.
- From 21 to 15 days before the trip, ZANTIUM TRAVEL shall retain 40% of the package price.
- From 14 to 8 days before the trip, ZANTIUM TRAVEL shall retain 80% of the package price.
- From 7 days before the trip, ZANTIUM TRAVEL shall retain 100% of the contracted and charged amount.
- During or after the trip, ZANTIUM TRAVEL shall retain 100% of the contracted and charged amount.

When the costs are efficiently incurred or the share in the fixed costs of the group is higher than in the above calculation, ZANTIUM TRAVEL reserves the right to collect the efficiently incurred costs. The stated cancellation costs shall also apply to a change in the departure date or accommodation facility, as well as to all other significant changes. In case of cancellation of the package, the costs for obtaining the visa/s or travel documents shall not be refunded. If the customer cancels the tour or shortens the travel due to bad weather conditions, ZANTIUM TRAVEL shall apply the above-mentioned calculation and shall not accept subsequent complaints. ZANTIUM TRAVEL shall, in its promotional material, programme or general conditions, determine the method of calculating the fee that the traveller is obliged to pay in case of termination of a contract. By signing the contract, the traveller confirms that he is familiar with this information. Special travel conditions shall apply when arranging foreign language courses, charter travels, incentive travels, trips to congresses, fairs, and other specific programmes, as well as programmes that take place during Christmas, New Year, Easter, and other holidays, and in case the traveller, i.e., the commissioning party, cancels the trip, ZANTIUM TRAVEL reserves the right to charge 100% of the paid amount, with the amount possibly entailing the full price of the package. By signing the travel contract, the traveller waives all claims based on discount interest due to the advance payment. In case of cancellation of air travel or purchased airfare, the conditions of the refund are defined by the conditions and rules of the airline.

9. TRAVELLER OBLIGATIONS

The traveller shall make sure his personal documents are in line with the conditions provided by the border, customs, health and other regulations of the Republic of Croatia, and the countries to which he travels. The traveller shall also obtain all necessary visas, documents and certificates provided for a particular trip. If a particular package contains special rules that include mandatory vaccinations and particular documents, the traveller shall procure the necessary vaccinations and documents before the beginning of the trip. The traveller applying for a trip abroad must have valid travel documents. The traveller is obliged to provide ZANTIUM TRAVEL with all the data and documents necessary for acquiring a visa for the country to which he is travelling upon registration or until the expiration of the deadline specified in the programme. ZANTIUM TRAVEL does not guarantee successful visa acquisition. If the traveller does not fulfil the stated obligations or his visa application is denied, it shall be assumed that the traveller has withdrawn from the trip.

10. ZANTIUM TRAVEL OBLIGATIONS

ZANTIUM TRAVEL shall ensure the performance of services and select service providers with the scrutiny of an informed economist, and always take care of the rights and interests of travellers in line with good practices in tourism. ZANTIUM TRAVEL shall provide the traveller with all the services listed in the package and shall be liable for failure to perform fully or partially said services, with exception of failure because of force majeure. ZANTIUM TRAVEL shall compensate the traveller for the damages in case of failure to fulfil the obligations from the package, but such damages shall not amount to more than the price of the contracted package. ZANTIUM TRAVEL shall not be liable for any delays caused to the traveller by a carrier that is not liable under relevant national regulations and international conventions.

11. TRAVEL INSURANCE

According to the Act on the Provision of Tourism Services, the agency's employees are obliged to offer the traveller a travel insurance "package" consisting of voluntary health insurance during the trip and stay abroad, insurance against accidents and illness during the trip, damage and loss of luggage and insurance against cancellation of the trip. By signing the contract, the traveller confirms that he has been offered a travel insurance package. If the passenger requires these policies, they may be contracted directly with one of the insurers or with ZANTIUM TRAVEL, whereby ZANTIUM TRAVEL acts only as an intermediary. By signing this contract, it shall be assumed that the insurance policies stated in the previous paragraph have been offered and recommended to the traveller.

12. TRAVELLER HEALTHCARE

The traveller has the right to healthcare in the country and abroad in the scope and under the conditions determined by the agreement between the state in which the traveller resides and the Republic of Croatia if such an agreement is signed. Information on this right should be obtained before the beginning of the trip.

13. INFORMATION

The information that the traveller receives at the registration point does not bind ZANTIUM TRAVEL to a greater extent than the information provided in the travel programme.

14. INSURANCE IN CASE OF INSOLVENCY OR BANKRUPTCY OF THE TRAVEL ORGANISER

In line with the Tourism Activity Act (OG 8/96), Croatia osiguranje d.d. guarantees to compensate the traveller for:

the price of the trip, in absence of travel services due to insolvency or bankruptcy of the insured

costs for the return of travellers to the place of departure incurred due to insolvency or bankruptcy of the insured.

In the event of insolvency or bankruptcy of the Travel Organiser, travellers who should find themselves on a trip should immediately contact the branch office of Croatia osiguranje d.d., Vatroslava Jagića 33, in person or by phone at 01/6333188 or 01/6333170. This document enables the traveller to directly exercise the right to compensation for damages incurred.

15. LIABILITY INSURANCE

According to the Act on the Provision of Tourism Services, ZANTIUM TRAVEL has concluded a contract with the insurance company Wiener osiguranje, Slovenska ulica 24, Zagreb, against liability for damage caused to the traveller by non-performance, partial performance, or undue performance of obligations. Agency employees shall inform the TRAVELLER about the content of the valid Insurance contract against liability for damage caused by ZANTIUM TRAVEL to the TRAVELLER by non-performance, partial performance or undue performance of the obligations related to the package trip. By signing the Travel Contract, the traveller confirms that he is familiar with the content of the Insurance contract.

16. RESOLUTION OF COMPLAINTS

The traveller has the right to complain about the non-performance of contracted services. The traveller is obliged to submit a written complaint to ZANTIUM TRAVEL,

within 8 days following the end of the trip. Complaints lodged after the 8-day deadline shall not be considered. We emphasize that it is in the traveller's interest to act in good faith, express a will to resolve complaints during the trip and lodge a written complaint to the service provider on the spot (at the reception, with a carrier, hospitality and catering service provider or travel agency at the destination) and ask the service provider to confirm that he had received a complaint in writing. Each traveller—contract holder shall submit a complaint separately. ZANTIUM TRAVEL is obliged to reply to such complaint in written form within 15 days following the receipt of the written complaint in the manner in which the complaint was received (by e-mail, mail, or personal delivery to which ZANTIUM TRAVEL shall reply by delivery against receipt). ZANTIUM TRAVEL shall resolve only those complaints for which the traveller submits proof that he has sent a written complaint to the service provider on the spot and that the cause could not be remedied on the spot.

If the non-performance of the programme or part of the services is due to the fault of ZANTIUM TRAVEL, the traveller is entitled to compensation in the amount of the actual value of unused services, which shall not cover already used services or the total amount of the package. In the event of a dispute relating to an online sales and online services contract, the consumer may lodge a complaint or initiate an online dispute resolution procedure through the online dispute resolution platform available at the following link: <http://ec.europa.eu/consumers/odr/>

Until ZANTIUM TRAVEL decides on the traveller's complaint, the traveller waives the mediation of any other person, court institution or disseminating information through the media. The Commercial Court in Zagreb will have jurisdiction in case of initiating court proceedings.

17. PROTECTION OF PERSONAL DATA

The traveller shall provide personal information voluntarily. Traveller's personal data is necessary for realising the contracted packages and shall be used for further communication. ZANTIUM TRAVEL undertakes not to transfer the traveller's personal data abroad except to realise the contracted packages. The exception to providing personal data to third parties concerns contracting travel insurance policies, i.e., if the traveller signs an insurance policy, his personal data shall be forwarded to the insurance company. Travellers' personal data shall be stored in a database, in accordance with the Decision of the Management Board on the manner of collecting, processing, and storing personal data. The traveller agrees that his personal data may be used for the realisation of contractual packages and marketing activities of ZANTIUM TRAVEL.

18. GENERAL TERMS AND CONDITIONS

The general terms and conditions for travel organisation are an integral part of every Travel Organisation Contract, which the traveller concludes with ZANTIUM TRAVEL.



Possible deviations from these conditions shall be indicated in the text of the travel programme. By signing the contract, the traveller fully accepts the programme and the conditions of the trip.