

## **General terms and conditions**

### **1.General**

**FARUS TRAVEL AGENCY ,Grabrova 37,51262 Kraljevica ,Hrvatska ,OIB: 34037821762, MB: 97589411 , info @farus-travel.com , Tel.: 00385512830007, M:00385915651849** (in further text the agency) insures the accommodation service, trips, boat rental, excursion organization, travels. to the guest according to information available on site [www.farus-travel.com](http://www.farus-travel.com), and also in accordance with the period and details of the confirmed reservation, except in case of illness or death of the host or his closest family; and also the agency is not liable for force majeure conditions that cannot be anticipated or eliminated (natural disasters: earthquakes, floods, fires, droughts, wars, strikes, acts of terrorism and restrictions issued by the government: mobilization, ban to exit the country).

### **2. Reservations and payment**

Inquiries and information about the Agency's services can be received in person at the office, by e-mail, electronically, in writing and by phone. Based on the received inquiry, the passenger will be provided with an offer/contract that is considered binding after the contracting parties have signed it or clearly confirmed their agreement in another way. (Internet, fax, email, payment to a business account, making available a credit card number) and when the agency receives the appropriate advance payment as agreed in the contract proposal. The advance payment will be included in the price of the trip. If the contractor made the reservation on behalf of other passengers, the passenger assumes all the obligations of the tour operator. The traveler is obliged to provide all the necessary information and/or documents that are necessary for the realization of the trip and accommodation. The passenger is responsible for all damage caused by providing incorrect or incomplete information or documents. In the event that the passenger is a minor child, the contract is considered binding, i.e. it produces legal effects only when the child's parent (guardian) agrees to the contracted trip or the provisions of the contract, signs the contract or gives special written consent. For reservations on request, the agency will not accept the reservation application without an advance payment as specified in the contract information. For excursions, transfers, boat rental and other services, the passenger is obliged to comply with the payment conditions specified in the contract.

The agency has provided all the necessary information about the travel program in the pre contractual information. If it is a package deal or related travel arrangement, the agency will provide the traveler with other standard information in addition to the pre-contractual information. All additional fees/expenses that are not included in the basic price are paid separately by the passenger, such as: entrance fees, taxes, travel insurance, transfers, optional excursions, port fees, additional meals and the like. All additional services are highlighted separately on the pre-contractual information, i.e. the travel program and must be requested before concluding the contract and are added to the basic price. The passenger can request

optional and special services during the trip and they are paid to the service provider or the representative of the organizer in the currency of the country where the service is provided. All prices for additional services/fees specified in the program/pre-contractual information are subject to change until the contract is drawn up. The agency reserves the right to change the published prices and accepted by the contract if there was a price change that could not be influenced and they are part of a package deal or agreed services such as: fuel cost, amount of tax, price change from a third party covered and we as an Agency could not influence the above.

All prices that are expressed on the website of the travel agency are expressed in the national currency - in euros (EUR). If you pay with credit or debit cards issued in the Republic of Croatia, the cards will be debited in euros.

If you pay with credit cards issued in other countries, the cards will be debited in euros, and the debited amounts on your credit card will be converted into the local currency according to the exchange rate of the credit company - credit card issuer.

When booking an accommodation facility (hotel, villa, apartment, holiday home, room) it is necessary to pay 30% of the total value of the reservation within 24 hours of receiving the offer from the agency, the rest of the amount must be paid 30 days before arrival.

When booking a one-day trip or boat rental, the full amount must be paid according to the offer sent by the agency.

For multi-day extracurricular classes, payments are made according to the conditions indicated in the contract submitted by the agency.

For air travel, payment is made according to the contract that the agency provides to the passenger.

After paying the advance payment, when your payment is visible on our account, you will receive by e-mail an invoice and a voucher for the service for which you paid the agency.

### **3. Payment methods:**

-Cash at the agency

- By bank transfer

Payment within the territory of the Republic of Croatia:

The amount according to the offer is paid to account number HR 8224020061140261585

(Farus Travel travel agency, Grabrova 37, 51262 Kraljevica)

**CALL TO THE NUMBER:** Please enter the number of the offer according to which you are making the payment.

Payment must be made within 42 hours of receiving the offer.

Payment from abroad:

Farus Travel travel agency, Grabrova 37, 51262 Kraljevica, Croatia

Erste & Steiermärkische Bank, Jadranski Trg 3a

SWIFT/BIC: ESBCHR22

IBAN: HR8224020061140261585

-General payment slips in installments (valid for multi-day extracurricular classes)

- Installment or one-time payment by credit cards online

Payment can be made:

#### ON-LINE VIA CREDIT CARDS

The point of sale uses WSPay for online payments.

WSPay is a secure system for online payments, real-time payments, credit and debit cards and other payment methods. WSPay provides customers and merchants with secure entry and transfer of entered card data, which is also confirmed by the PCI DSS certificate that WSPay has. WSPay uses an SSL certificate with 256-bit encryption and TLS 1.2 cryptographic protocol as the highest level of protection when entering and transferring data.

Payment option:

PBZ Card Premium Visa cards® - one-time or up to 6 installments without interest and fees (issued by Privredna banka Zagreb)

PBZ Visa and Maestro - one-time or up to 6 installments without interest and fees (issued by Privredna banka Zagreb)

Mastercard standard, Mastercard gold, Mastercard go!, Mastercard plantium, Visa Business, Visa debit card, Visa Avenu Mall (issued by Zagrebačka banka)

Diners cards and Visa cards (from Erste & Steriermarkische Bank)

With the help of the online payment form, you can make the payment.

After successful authorization, the user receives a confirmation via electronic mail (e-mail) about whether the authorization was successful or unsuccessful.

After paying the advance - when your payment is visible on our account, you will receive an invoice and voucher by e-mail.

#### **4. Changes and cancellation of reservation**

If the traveler cancels the arrangement, Farus travel agency keeps from the total price of the arrangement:

up to 28 days before departure 20% of the price of the arrangement and a minimum of 15 Euros.

27 - 22 days before departure 40% of the price of the arrangement

21 - 15 days before departure 60% of the price of the arrangement

14 - 8 days before departure 80% of the price of the arrangement

7 - 0 days before departure 100% of the price of the arrangement

For other travel arrangements paid for by cards once or in installments, the refund is calculated according to the following conditions:

up to 28 days before departure 20% of the price of the arrangement and a minimum of 15 Euros.

27 - 22 days before departure 40% of the price of the arrangement

21 - 15 days before departure 60% of the price of the arrangement

14 - 8 days before departure 80% of the price of the arrangement

7 - 0 days before departure 100% of the price of the arrangement

#### **5. Complaints**

Every passenger - holder of the contract has the right to complain about the non-performed contracted service. If the services from the offer are performed in poor quality, the traveler is obliged to report the inappropriate service immediately on the day of arrival and inform the agency about this by e-mail [info@farus-travel.com](mailto:info@farus-travel.com), +385915651849, +38551283007.

The passenger is obliged to cooperate with the service provider and the agency in good faith to eliminate the causes of the complaint. If the traveler is not satisfied with the situation on the spot, and leaves the facility and finds another accommodation on his own initiative, without giving the agency a chance to eliminate the cause of his dissatisfaction, or to find him alternative accommodation, such a traveler cannot demand a refund or file a lawsuit for damages, regardless

of whether his reasons were justified or not. Also, if the passenger accepts the proposed solution to the complaint on the spot, which corresponds to the service paid for, the agency will not consider the passenger's subsequent complaint or respond to it.

If the problem has not been resolved even after the intervention of the agency, no later than 8 days after returning from vacation, the traveler is obliged to send a written complaint together with supporting documents and photos that prove the basis of the complaint to the agency by e-mail. The agency will consider only fully documented complaints received in within 8 days after the end of the reservation.

The Agency is obliged to make a written decision on this complaint within 14 days after receiving the complaint. The Agency can postpone the deadline for the resolution of the complaint due to the collection of information and verification of the allegations of the complaint with service providers for a maximum of another 14 days. The agency will handle only those complaints whose cause could not be eliminated in the place of rest.

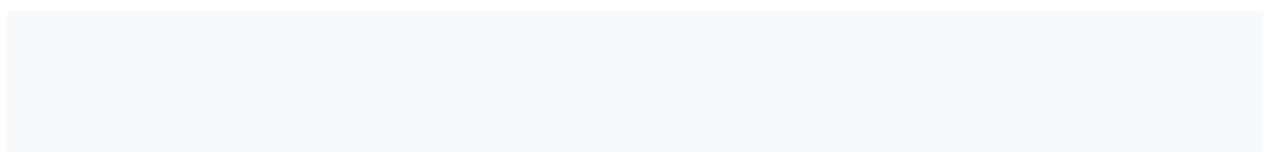
While the resolution process lasts, and in total no more than 14, or 28 days after lodging the complaint, the traveler irrevocably renounces mediation by any other person, arbitration by UHPA or another institution, as well as providing information to the media. Likewise, during this time, the passenger waives the right to sue. The highest compensation per complaint can reach the amount of the advertised part of the services, and it cannot cover already used services or the entire amount of the arrangement. The Law on Tourist Activities excludes the customer's right to compensation for ideal damages.

The agency cannot be held responsible for any climatic conditions, cleanliness and temperature of the sea in the destinations, and all other similar situations and events that may cause passenger dissatisfaction and do not directly concern the quality of the booked accommodation unit (e.g. bad weather, poorly arranged beaches; excessive crowds, theft or damage to property, etc.).

If the passenger decided to make a reservation from the special LAST MINUTE offer, then the passenger

accepts all the risks of such travel. These trips contain uncertain facts that the agency cannot influence, and the traveler accepted such a trip primarily because of the cheaper price, so the traveler has no right to complain to the agency.

In the event of a dispute related to the contract on online sales and online services, the consumer can file a complaint, i.e. start a procedure for online dispute resolution via the online dispute resolution platform available at the following link: <http://ec.europa.eu/consumers/odr/>



## **6. The agency's right to changes and cancellation**

The agency can change or cancel the reserved accommodation if extraordinary circumstances occur before or during the vacation that cannot be avoided or eliminated (item 1).

The reserved accommodation can only be replaced with the guest's approval and with accommodation of the same or higher category and at the price of the accommodation at which the guest confirmed the reservation. If replacement accommodation is only possible in a higher category facility and at a price higher than the price of the accommodation booked by 8%, the agency has the right to charge the price difference with the prior approval of the guest. If the agency is not able to offer a replacement, the agency reserves the right to cancel the reservation with prior notice to the guest at least 7 days before the start of using the service, and guarantees a refund of the entire amount paid. If it is not able to offer a replacement on the day the service starts, the agency will try to provide the guest with information about accommodation that is not offered by the agency and guarantees a refund of the full amount paid.

If the user of the accommodation service predicts during the reservation that he would have to cancel the booked service due to certain situations, the agency recommends paying for a cancellation insurance policy with the insurer in the user's country of residence.

## **7. Insurance in case of bankruptcy of the agency**

(Guarantee insurance) and liability insurance

In accordance with the Act on providing services in tourism, Farus travel agency has an insurance company

(Croatia osiguranje d.o.o.) concluded insurance policy for tourist package arrangements and professional liability policy with Croatia osiguranje d.o.o.

## **8. Privacy Policy**

The agency undertakes not to disclose personal data obtained from the guest during the reservation or by registering the guest to the newsletter list on [www.farus-travel.com](http://www.farus-travel.com) (name, surname, address, e-mail address, etc.) to other persons or companies, but will eventually use them only for internal marketing purposes. The guest agrees that the agency uses his contact information (primarily e-mail address) to send special offers and newsletters. The agency

undertakes, upon the request of the guest, to immediately remove his data from the newsletter list and other records.

### **9. Obligations of the agency**

The agency's duty is to take care of the implementation of services in good faith and the choice of service providers, and to take care of the rights of the Traveler and their interests in accordance with the rules of the profession and customs in tourism. The agency is obliged to make available to the Traveler in written or electronic form all pre-contractual information/program:

- about the amount or percentage of the advance payment and about the number and amount of installments for the rest of the price
- minimum number of participants
- destination/destinations, travel plan and period of stay, with dates and, if accommodation is included, number of nights, number of daily meals/meal plan.
- means, characteristics, and categories of transport, place of departure and return
- location, main characteristics and, if necessary, type and category of accommodation in accordance with the rules of the destination country
- visits/excursions included in the price agreed for the package arrangement
- whether the trip is suitable for people with reduced mobility and, at the request of the passenger, precise information about the suitability of the trip or vacation, taking into account the needs of the passenger
- the company and geographic address of the organizer, as well as the contact number and email address as needed

- the total price of the package deal, including taxes and, if necessary, all additional fees, charges and other fees, if it is possible to create a calculation before the start of the contract, if it is not possible, they are highlighted as additional services that the traveler may have to bear if they come to them., The agency is obliged publish the conditions and content of each specified individual service and is obliged to comply with everything it has specified. After the performance of the service or package deal, the user is issued an invoice. If the implementation of the service deviates from what was agreed, the agency is obliged to provide an answer due to the eventual non-execution of the service or part of the service. The agency is obliged to inform the Traveler about the country he is traveling to, border, visa and health formalities related to the agreed trip and stay, and about the opinion of the Ministry of the Foreign and Internal Affairs of the Republic of Croatia on the degree of travel risk. The agency will always help the traveler if difficulties arise. They will provide information about health services, consular and local authorities and will do their best to help resolve a problem, complaint or dissatisfaction.

## **10. Remarks**

By purchasing a trip, you accept the general conditions of travel of the travel agency FARUS TRAVEL, which define all the rights and obligations of the Agency and the traveler (customer).

**Farus travel travel agency**

**Grabrova 37, 51262 Kraljevica**

**Croatia**