



ŠKVER TOURS d.o.o. za usluge i turistička agencija
Kornatska 1, 23210 Biograd na Moru
ID KOD: HR-AB-23-110123567
Tel. +385 (0)23 384 457
info@skver-tours.com
www.skver-tours.com

OIB: 82238207647
PB/VAT No: HR82238207647
OTP Banka d.d., Split
IBAN: HR6624070001100280923
SWIFT: OTPVHR2X

General Terms and Conditions

1. General Terms

These General Conditions and travel instructions are an integral part of the Contract or voucher for services concluded between the company **ŠKVER TOURS d.o.o.** for services and travel agency, situated on address: Kornatska 1, 23210 Biograd na Moru, (OIB: 82238207647, MBS: 110123567) representatives/ directors: Maja Knežević, Mile Uroda (**hereinafter: Agency**) and **travel contractor (hereinafter: Client)**. These General Conditions define the conditions under which the Agency enters into a contract with the Client, which differ in terms of legal responsibility. For reservations in which, in addition to travel-related services, the agency organizes additional service or services, the same contractually acts as the Organizer, while in other cases the Agency acts as an Intermediary.

All information specified in the General Terms and Conditions represent a legal obligation for the agency and the passenger.

The Agency cannot be held responsible if the Guest is not sufficiently informed about the details that are important to him, and which he believes are not clearly explained or not mentioned in the description. By confirming the reservation, i.e. by paying the advance payment or the entire amount of the service, the Guest fully accepts these Terms of Business, and thus everything stated in these Terms becomes a legal obligation.

2. Offer, Reservation and payment

The agency provides the service according to the information published on the web pages and valid on the day of confirmation of the reservation, and according to the description and time according to the confirmed reservation, except in case of force majeure, such as illness or death of the service provider or his immediate family, extraordinary circumstances that cannot be predicted or eliminated (natural disasters such as earthquakes, floods, sanitary disturbances, fires, droughts, wars, strikes, terrorist actions and restrictions issued by the state such as mobilization, ban on leaving the country).

Inquiries and bookings can be done electronically (by mail or web request), by telephone, or personally at the Agency office. After receiving the inquiry, the Agency will check the availability of the required service and confirm it, or offer alternative possibilities. If the Client accepts the offer, a final confirmation from the Client is required. During the booking process, the Client is obliged to give the Agency all the necessary and required information. With the final confirmation of the booking, the Client also confirms that he is familiar with these Terms and Conditions, and that he accepts them entirely, making these Terms and Conditions legally binding both for the Client and the Agency.

After the final confirmation has arrived, the Agency sends to the Client the offer for the advanced payment (between 30 % -50% of the reservation amount depending on service) with all the necessary details for the bank transfer or card payment. For bank transactions shared banking costs are being applied. After the deposit payment has been received, the Agency sends to the Client a confirmation of the receipt/invoice and a voucher. The balance will be paid on the day of the service (unless otherwise negotiated during reservation confirmation and stated at the offer).



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In cases when Client request a written cancelation of the reserved service until 31 day before the service starts, Agency will refund the payment to Client, which can eventually be reduced for the amount that bank has charged for their transaction fees. In cases when Client request the written cancelation of the reserved service within 30 days or less before the service starts, cancellation costs will be charged as written in Article 6. "Client's right to changes and cancellations".

The Agency can make an exception to these rules in case of a "last minute" bookings and special offers, in which cases the special conditions will be stated with the offer sent to the Client.

Payment methods:

- **cash or card payment** in the Agency office - Kornatska 1, 23210 Biograd na Moru

- **bank transfer** to our bank account - all the necessary details to perform the bank transfer are delivered to the Client with the offer.

- **online payment with credit card** - If a customer decides to pay online using a credit card, the Agency will provide the customer with a link over which the customer may perform the payment online over secure pages (SSL protection).

Credit card purchase security statement

Confidentiality of your information is protected and secured by using SSL encryption. Pages for web payment are secured by using Secure Socket Layer (SSL) protocol with 128-bit data encryption. SSL encryption is a data coding procedure for prevention of unauthorized access during data transfer. This enables a secure data transfer and prevents unauthorized data access during communication between user and Webteh WebPay Payment Gateway and vice versa. Webteh WebPay Payment Gateway and financial institutions exchange data by using their virtual private network (VPN) which is also protected from unauthorized access. Webteh is PCI DSS Level 1 certified payment service provider. Credit card numbers are not stored by Merchant and are not available to unauthorized personnel.

Conversion statement

All payments are done in € (EURO). If the client uses a card with another currency for the payment, the amount that the credit card account will be charged for is obtained through the conversion of the price from foreign currency into € according to the current exchange rate of the bank. When charging your card, the same amount is converted into Clients local currency according to the exchange rate of credit card associations. As a result of this currency conversions, there could be a slight difference in charged amount and the original price found on our web site and pricelist.

3. Service prices

The price of the service includes the basic service as described for the reserved service on our website or pricelist. Special or extra services are additional services, not included in the basic price (services that are available through prior notification and additional payment) and as such are to be paid by the customer along with the deposit amount, or by arrival- depending on the offer. Unless noted otherwise, accommodation price usually includes basic service - the average cost of electricity, water and gas, the



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sheets and bedding items, as well as final cleaning. The customer is obligated to leave the accommodation tidy, regardless of the final cleaning being done afterwards.

Accommodation prices on website are stated in Euro (€). The Agency has the right to change the published prices. Clients who have paid the certain deposit, are guaranteed by the Agency to keep the price as arranged in reservation and the deposit payment that was made according to offer. Should rate changes occur before advanced payment, the Agency is obligated to inform the customer of these changes. Prices in our offers and arrangements are formed based on contract with service providers and accommodation owners, and do not necessarily match the prices stated at the accommodation unit. Possible differences regarding these prices cannot be subject to complaint. Standard and quality of accommodation, food, and other services are different in each accommodation unit, and therefore incomparable..

If the number of people arriving to the reserved accommodation unit is larger than specified when the reservation was confirmed by the Agency, the service provider has the option to withhold service to unannounced guests or accommodate all guests with additional payment for unannounced guests on the spot. If the wrong information is given to the Agency from guest during reservation, the Agency does not acknowledge any complaints and objections.

All of the published prices for accommodation are referring to 4 and more overnights, unless specifically stated differently. If the stay is equal or shorter than 3 nights, the additional fee of +30% for a short stay will be charged.

4. Service Description

Accommodation units are described by official categorization of the authorized institution, and based on onsite assessment prior to being put in the Agency's online offer. Standards for accommodation, food, and services are ranked differently in different countries and cannot be compared. The Agency is obliged only by the information published on our website.

Each and every Client should get a clean and tidy accommodation and clean bed linen. For Clients staying longer than one week, fresh bed linen will be provided.

Check in for Client into accommodation is from is 2:00 PM on the arrival date, and on the last day checkout is until 10:00 AM. The delivery of the keys will be made in the accommodation unit by the owner or the Agency's representative, or in the Agency office.

The Agency has the right to change or modify a reservation in case of circumstances caused by conditions beyond its control which cannot be predicted or avoided (see Article 1), in which case with help of the owner the Agency tries to find another period or option, but only with Clients approval. Booked accommodation can be replaced only if Client is notified in time and only by an accommodation unit of the same or higher category, at the same price that was confirmed during booking. Should the replacing accommodation be available only in an higher category unit, and if that price difference is higher than 10% than initially booked accommodation, the Agency can charge the price difference if Client accepts the offer.

The Agency has the right to change or cancel the reservation if the total number of people (including children) for the accommodation are higher than the capacity of the accommodation in question. In cases where replacement for paid accommodation is not available, the Agency reserves the right to cancel the reservation and notifies Client (at least 7 days before arrival), with full money refund. If a satisfying



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replacement cannot be found on arrival date, the Agency will refund of the complete paid amount and provide information on alternative accommodation regardless of our offer.

6. Client's right to changes and cancellations

If the Client wants to change or cancel a reservation made for one of the services, it must be done in written form (email, mail). Changes (the number of Clients, arrival / departure date, etc) must be made at least 30 days prior to the arrival date. The first change to the reservation will be free of charge, if possible- unless it requires additional payments. If a requested change is not possible and therefore Client cancels the booking, the conditions for the cancellation of reservation listed below will be applied.

In case the Client requests the service cancellation in written form up to 31 days prior to start of the service, Agency will refund the amount back to client, minus eventual bank fees that are charged. If the Client requests to cancel the reservation within 30 days before the service starts, the date of receiving the written cancellation is used for calculating cancellation costs as it follows:

For cancellation from 29 -15 days before, 50% of the total price will be charged,

For cancellation from 14 - 8 days before, 80% of the total price will be charged,

For cancellation within 7 days before arrival date or a no-show, 100% of the total price will be billed and charged.

Advanced payment is not refundable regardless of the date of canceling the reservation.

If Client doesn't arrive at the booked accommodation until midnight on the arrival date (no-show), and doesn't inform the Agency earlier, the reservation will be considered cancelled, and therefore the cancellation costs will be charged as already described above, with no possible refund.

7. Agency obligations

Agency is obligated to provide the best realization of the services, choice of hosts, and to respect Client's interests and rights according to customs and practices in tourism. The host is obliged to make all reserved services available to the Client, and is responsible in case of any possible unfulfilled part of reserved services. The Agency will carry out all stated obligations in full, except in circumstances caused by conditions beyond its control (Article 1.)

8. Client obligations

The Client is required to:

-have a valid travel documents

-respect and obey all customs and regulations Republic of Croatia, as well as other countries through which Client passes through, or resides in. If by any means the Client violates these regulations, it will be held responsible and charged for all related expenses as well as reserved services in full, regardless of reservation being used or not.



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-abide by house rules of the accommodation units as well as cooperate with the service providers and Agency staff in a well-intentioned manner

-provide the Agency with personal documents of all individuals needed for tourist registration. Upon arrival, the rest of payment is being settled, or in case of later payment by agreement, the Client leaves the document with Agency staff until full payment is done.

-provide the Agency with true and complete relevant information and documentation. The Agency reserves the right to cancel the reservation anytime, upon finding out that the Client has withheld information that may cause damage to the Client, the Agency, or the provider, in which case the Client will be charged fully the price of the reserved program as well as any damages that it might have cause.

-inform the Agency if needed about challenged persons and certain health problems that require different adjustments or certain services. Clients need to consult the Agency and require recommendation for accommodation in such cases.

-provide true information about total number of persons intending to use the services (including children). If upon arrival the number of persons is higher than the announced number of persons on the reservation, the Agency reserves the right to cancel the reservation at sight, and the customer has no right for any compensation and/or complaint.

-if the Client plans to bring along a pet, it is obligated to inform the Agency before making the reservation, even if pets are allowed in the accommodation. If the pets are allowed, Clients have to make sure it is being held properly in agreement with accommodation owner, to make sure pets don't disturb other residents or make damage. For all eventual damage made by pets, the Client will take full responsibility and pay for the damage.

-completely and truly inform the Agency with all necessary details. In case of Clients giving faulty information, Agency has the right to cancel the reservation at any point, in which case the Client has no rights for refunding and complaining regarding the matter.

In case of neglecting their obligations, Clients they take full responsibility and payment costs if damage is being caused, without right for refunding and complaining. By confirming the reservation, Client accepts the Terms and Conditions entirely.

9. Luggage

The Agency is not responsible for damaged, destroyed or lost luggage, as well as for the theft of luggage or valuables in the accommodation unit.

10. Personal Data Gathering and Protection Statement

We are committed to provide service of protection of our Client's personal data in a way that we collect only essential basic information about our Clients that are necessary for fulfilling our obligations. We also inform our Clients about the way we collect information and regularly give customers an option about how their information will be used, including the possibility to decide whether their e-mail should be included or omitted from the lists used for our marketing and offers. All user information are strictly guarded and are available only to the employees who need those information for completing the job. All our employees and



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business partners are responsible to follow the principles of confidentiality protection. The Agency is under obligation that the personal information of the Client will not be taken out of the country or given to a third party except for the purpose of carrying out requested services. The personal information will be kept in a database in accordance with the management's decision on the method used for collecting, processing and securing personal information.

11. Resolving Complaints

If the services provided are not satisfactory, the Client is required to immediately notify the Agency about the inadequate service and file a complaint on the day of his/her arrival at the location to the service provider and to inform the Agency office by email at info@skver-tours.com or by phone at +385 (0)23 384 457 (during customer service working hours). The Client is obligated to cooperate with the Agency representative as well as with the service provider in a well-intentioned manner so that the cause of the complaint can be resolved. If upon arrival the Client is not satisfied with the state of the accommodation and leaves the accommodation on his own initiative and finds another accommodation without giving the Agency a chance to resolve the issue, correct the cause of the discontent, or find another accommodation for the Client, the Client does not have a right to request a refund or make a claim for compensation, regardless of the fact that his/her reasons were justified or not.

Should the Client accept the proposed solution which corresponds with the service rendered on the spot, the Agency will not take additional complaints into consideration or respond to them.

If the problem is not resolved on the spot following an intervention, the Client is obligated to submit a written complaint along with supporting documents as well as any photographs to support the complaint to the Agency by e-mail at info@skver-tours.com or by post mail no later than 8 days following the return of the Client from his/her trip. The Agency shall only take into consideration fully documented complaints which are received within the 8-day deadline.

The Agency is obligated to make a written solution to the complaint within 14 days of receipt of the written complaint. The Agency can postpone the deadline in order to collect the evidence and check the claim quotes with the service provider but not for more than 14 days. The Agency will take into consideration only those claims whose cause could not be resolved on the spot.

Until a decision has been made by the Agency, in other words for the duration of the 14/28 days after the complaint has been filed, the Client relinquishes the right to involve a third party, the arbitration of the UHPA or other institutions, publicly disclosing information as well as filing suit. The highest amount of compensation per complaint can amount to the complaint portion of the service and cannot encompass the used portion of the service or the total amount of the service. The law of tourism excludes the Client's right to be compensated for ideal damages.

If the Client is not satisfied with the answer from the organizer, and has used services from an Agency that is a member of UHPA and complied with the above mentioned guidelines for the implementation process of the complaint, the Client can appeal to arbitrage UHPA. In accordance with the Rules of Arbitration, the entire process should be completed within a month. During this process the organizer will either agree on the damages or the Client will with a small fee, learn that even in court, to which the Client can still appeal, there is almost no chance of winning the lawsuit.

The Agency cannot be held responsible for climate conditions, cleanliness, and the temperature of the sea,



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nor for other similar situations and events which can result in the dissatisfaction of Clients and are not a direct result of the accommodation unit (for example, bad weather, improperly maintained beaches, crowds, lost or stolen property and such).

If the Client decides to book the special LAST MINUTE deal, then he accepts all risks of such travel. These journeys include uncertainty of facts upon which the Agency can not influence, and the Client primarily due to the price accepted such a trip and therefore has no right of complaint to the Agency.

12. Jurisdiction

The Traveller and the Agency will aim to settle possible law suits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the Zadar Court jurisdiction, under the authority of the laws of the Republic of Croatia.

Maja Knežević, for Škver Tours d.o.o.

Biograd na Moru, 26.04.2024.