



Blue Heart Travel Ltd travel agency, Slavonska avenija 1c, 10000, Zagreb, Croatia
info@bluehearttravel.com / Phone: +385 1 775 7135 Cell Phone: +385 91 3388889

TERMS AND CONDITIONS (PRE-CONTRACTUAL NOTICE)

1. RECITALS

1.1. These terms and conditions regulate rights and obligations between the agency Blue Heart Travel Ltd. and the travel contractor.

1.2. The terms stated hereinafter will have the following meaning (definitions)

“Agency” means limited liability company Blue Heat Travel Ltd. having the registered seat in Zagreb, PIN: 90690216599

“Terms” mean these terms and conditions regulating legal relation between the contractor and the Agency, representing the pre-contractual notice, presented to the contractor prior to the conclusion of the Contract and permanently available at the Agency's web-page. All rights and obligations that are not explicitly regulated by these Terms are regulated by the Croatian Obligations Act, Croatian Act on Services in Tourism and other applicable provisions of Croatian substantial law. These Terms are deemed the integral part of the contract between the Agency and the Passenger and between the Agency and the Contractor of group travel, as the case may be

“Contract” means the contract on the travel arrangement concluded between the Agency and the Passenger *i.e.* Contractor of group travel. It is deemed that another contracting party is familiar and accepts the Terms at the time of the conclusion of the Contract. The Terms are deemed the integral part of the Contract

“Contractor of group travel” means legal entity - limited liability company, association or any other natural person or business entity organizing the group travel, entering into the Contract on group travel with the Agency

“Passenger” means the user of the travel – the natural person for whose account and on whose behalf the Contractor of group travel organizes the group travel *i.e.* the natural person who enters into the Contract directly with the Agency

2. ENTERING INTO THE CONTRACT

2.1. The Contract will be deemed concluded when signed by the Agency on one side and Passenger or Contractor of group travel (as the case may be) on another side. In order to confirm the reservation, the Passenger or the Contractor of group travel (as the case may be) is due to pay the advance payment in the amounts and deadline defined by the Contract. If the Passenger or Contractor of group travel (as the case may be) does not make the advance payment and the remaining amounts within the deadlines



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defined by the Contract, it will be deemed that the Passenger or the Contractor of group travel (as the case may be) made the cancellation and Art 11 of these Terms will be applied.

3. SPECIFIC TERMS FOR CONTRACTING THE GROUP TRAVEL

3.1. In case where the Contract would be concluded by the Contractor of group travel, the Contractor of group travel by entering into the Contract confirms as it follows:

- that it disposes with all necessary authorizations for the conclusion of the Contract
- that it personally undertakes all the obligations arising out of these Terms and Contract
- that it personally communicates with the Agency with the purpose of performing all rights and obligations arising out of these Terms and the Contract
- that it informed the Passengers, on whose behalf it contracted for the group travel, on the rights and obligations defined by the Terms and the Contract
- that it is liable for the Passengers' fulfilment of the Contract and these Terms
- that it is due to deliver timely to the Agency all Passengers' data and documentation necessary for the realization of the travel

3.2. In case of contracting for the group travel, whenever it is in these Terms stated that the Passenger has a right and/or obligation and/or provides the statement and/or warranty, it will be deemed that the Contractor of group travel undertakes such right and/or obligation and/or provides such statement and/or warranty on behalf and for the account of the Passenger.

4. CONTENT AND THE PRICE OF THE TRAVEL ARRANGEMENT

4.1. The content of the travel arrangement *i.e.* the price of the travel arrangement consists of everything listed by the Agency in the travelling schedule. Special services are the services which are not included in the travelling schedule and which are paid by the Contractor of the group travel or Passenger themselves, depending on their internal agreement, notwithstanding and independently of the Agency.

4.2. Optional services, designated as such in the travelling schedule, required by the Passenger in the course of the travel, are paid to the travel guide or Agency's representative according to the official currency in the country where such service will be provided.

4.3. The Agency has a right to request the increase of the contracted price in case of changes in currency rate, where the transport costs are increased including the fuel costs or the fees for the certain services affecting the overall price of the travel, which cases occur after the conclusion of the Contract and whereas the Agency did not have and could not have the knowledge of it.



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4.4. In case where the price of the travel would exceed 10%, the Passenger has a right to cancel the Contract without liability for damages and has a right to refund of already paid costs of the travel.

5. CATEGORIZATION OF THE ACCOMODATION

5.1. Offered hotels, apartments or other objects are described according to the official categorization of the country where the objects are located, whereas national official categorization can significantly differ.

5.2. Allocation/schedule of the Passengers in the rooms and/or apartments are designated by the reception. Unless explicitly defined by the Agreement, it will be deemed that the Agency and the Organizer contracted for any room/apartment within specific accommodation object or destination as described in the travelling schedule.

6. AGENCY'S OBLIGATIONS

6.1. Agency is due to take care of the provision of services and the choice of business partners/sub-contractors with the diligence of the prudent businessman. The Agency is due to take care of rights and interests of the Passengers according to the good practices in tourism.

6.2. According to Croatian Act on Services in Tourism, the Agency has concluded appropriate insurance policy at **VIENNA INSURANCE GROUP D.D.** under the **No. 1322-00054618** for the damages potentially incurred by the Passenger due to non-fulfilment, partial fulfilment or disorderly fulfilment of the travel arrangement.

6.3. Any Agency's liability in case of the changes and non-fulfilment of the obligations caused by the *force majeure* and due to the delays in the transport, for which the transporter is not deemed liable according to the applicable provisions and international conventions, is excluded. In these cases, the Passenger covers all additional costs.

6.4. The Agency excludes any liability for the damages that might be incurred by the Passenger due to non-compliance of the Contractor of group travel with Art 2 of these Terms.

7. PASSENGERS' OBLIGATIONS

7.1. Passenger has the following obligations:

- to possess valid travel (personal) documents including visa if necessary for entering into the place of travel. The costs of the loss or stealing the personal documents are borne by the Passenger



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- to vaccinate and to possess confirmations and documentation related to the vaccination for the countries where the vaccination is necessary according to the regulations of the World Health Organization. In this case, the Passenger is due to present the medical confirmation. Non-possessing and/or invalidity of these documents as well of other personal travelling documents leading to cancellation or termination of the travel does not incur any obligations for the Agency and in such case the cancellation policy from Art 11 of these Terms will be applied
- to inform the Agency of all circumstances related to the health, habits *etc.*, that might put in danger the regular course of the travel (if it requires specific type of the food due to health and other reasons suffers from some chronic diseases, allergies *etc.*). The Passenger is due to do obligatory vaccination as well as to possess the appropriate confirmations thereto. The Agency recommends contracting for the travel health insurance
- to respect the taxation and currency laws of the Republic of Croatia, as well as of other countries where the Passenger resides in course of the travel
- to respect the housing order of all visited objects and to cooperate in good faith with the travel guides and/or Agency's business partners
- to show, before the commencement of the travel, upon the inquiry of the tourist guide and/or representative of the Agency, the travel payment confirmation

8. LUGGAGE

8.1. The transport of the luggage, up to certain weight, defined by the transporter is cost-free. The costs of the luggage surplus is borne by the Passenger.

8.2. The Agency does not undertake the liability for lost and/or damaged luggage. Applications related to the lost luggage need to be filed directly to the transporter or hotel. The Agency recommends contracting for luggage insurance policy.

9. AGENCY'S CANCELLATION RIGHTS

9.1. The Agency is authorized to cancel the travel partially or in entirety in case of occurrence of extraordinary circumstances that occurred before or during the travel, whereas such extraordinary circumstances could not have been prevented or removed, and where the Agency justifiably would not publish the travel arrangement and receive the reservations for it if such circumstances existed at the time of the publishing and the sale of the travel arrangement. The Agency can also cancel the arrangement if it does not collect the sufficient number of reservations predicted for that arrangement. The Agency designates the minimal number of passengers in the travelling schedule.

9.2. The Agency is due to inform all the Passengers and/or the Contractor of group travel (as the case may be) of the cancellation at least 20 days prior to day of the arrangement commencement, as well as to return the overall paid amount for the arrangement.



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10. AGENCY'S RIGHTS TO AMENDMENTS

10.1. The Agency has right to amend the travelling schedule, without the consent of the Contractor of group travel or the Passenger if the extraordinary circumstances would occur, whereas such circumstance could not have been predicted, prevented or repaired (wars, social disturbances, strikes, terrorism actions, sanitary accidents, natural disasters, interventions by competent authorities etc.). The contracted accommodation can be replaced only with the object of the same or higher category at Agency's cost.

11. PASSENGERS' CANCELLATION RIGHTS

11.1. In cases of cancellation or termination of the travel, the Contractor of group travel or Passenger (as the case may be) is due to inform the Agency in written thereof. The date of the written cancellation represents the basis for the calculation of the cancellation costs that will be charged by the Agency according to the criteria defined by the Contract.

11.2. In case of the cancellation of the travel, the Contractor of group travel and/or Passenger do not have right for refunding of potential visa, vaccination, insurance and similar costs.

11.3. In cases where the Passenger who cancelled the travel and/or the Contractor of group travel would find the new passenger, the Agency will calculate only the costs caused by the replacement, if the replacement is manageable.

12. TRAVEL CANCELLATION RESULTING FROM THE REASONS CAUSED BY COVID-19 PANDEMIC AND/OR OTHER EXTRAORDINARY SITUATIONS

12.1. In case of proclaiming the extraordinary circumstances caused by COVID-19 pandemic in case where the entrance in the state and/or place of performance of the service included in the travel arrangement would be prohibited, the Agency will issue to the Passenger an appropriate replacement travel according to the provisions that will be in force at the time of the extraordinary circumstances.

12.2. Previous point of this Article will not be applied in case where the entrance in the state and/or place of performance of the service included in the travel arrangement would not be prohibited, but the cancellation is result of deterioration/change of the epidemiology situation and/or epidemiology measures issued by the competent bodies and/or personal Passenger's reasons caused by the pandemic. In such cases, cancellation policy defined in Art 11 will be applied.

12.3. The provisions of this Article will be, in appropriate manner, applied to other extraordinary circumstances and/or situations that could not have been predicted or prevented at the time of the conclusion of the Contract.

13. RESOLVING THE OBJECTIONS



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13.1. If certain services from the travel arrangement are partially performed or performed with low-grade quality, the Passenger and/or Contractor of group travel can request proportional compensation of damages by filing the written objection:

Procedure connected to the objection:

- The Passenger and/or Contractor of group travel object the non-conforming service immediately and on spot to the touristic guide or Agency's representative. If there is no such person, the objection can be filed directly to service performer (hotel, transporter, etc.). If the objection would not be filed in manner stated hereinabove and the Passenger would consume the service, the Passenger loses the right to file the objection and request the compensation of damages. The person who files the objection is due to cooperate in good will with the touristic guide or Agency's representative or service performer (hotel, transporter etc.) with the purpose of repairing the causes of the objection. If the person who files the objection does not accept the offered solution which corresponds to the paid service, the Agency will not take into account the subsequent objection.
- If the cause of the objection would not be repaired, the person who filed the objection will, together with touristic guide or Agency's representative or service performer (hotel, transporter etc.) construe the written confirmation, in two counterparts, that will be signed by both parties. The person who filed the objection will keep one counterpart of this confirmation.
- The person who filed the objection can, within 8 days as of the returning date from the travel, file the written objection at email address info@bluehearttravel.com, attaching the written confirmation on attempt of resolving the objection on spot as defined in this Article.
- The Agency is due to issue the written decision within 14-day deadline as of the date of the receipt of the objection. Agency will, in course of bringing the decision, take into account (non)performing in good will *i.e.* attempt of resolving the objection on spot as defined in this Article.

13.2. In case of the dispute related to the contract on online sale and online services, the person who files the objection can commence the procedure for online dispute resolution via platform for online dispute resolution available on the following link <http://ec.europa.eu/consumers/odr/>.

14. TRAVEL INSURANCE POLICY

14.1. By conclusion of the Contract, the Passenger confirm that the Agency has presented and offered additional insurances such as insurance from the consequences of the accidents and illnesses during the travel, damage or loss of luggage, voluntary health insurance, travel cancellation insurance, insurance for covering costs and help in travel back to the starting point place in case of the accident or illness. In case where the Passenger requires additional insurance policies, those policies can be contracted directly at the insurance companies or at Agency, whereas the Agency would act as insurance broker.



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15. APPLICABLE LAW, JURISDICTION

15.1. The law applicable to all issues, arising out or connected to these Term and/or Contract, will be the substantial law of the Republic of Croatia.

15.2. In case where the dispute, arising out or connected to these Term and/or Contract, could not be resolved in amicable manner, such dispute will be resolved in front of the competent court in Zagreb, Republic of Croatia.

16. DATA PROTECTION

16.1. Agency collects all Passenger's personal data directly from the Passenger and/or from the Contractor of group travel, as the case may be. Passengers' personal data are processed within the realization of contracted travel arrangement and will be further processed for the communication, contracting for and performance of the services encompassed by the travel arrangement.

16.2. The Agency will process, use and keep the Passengers' personal data in accordance with applicable laws, including General Data Protection Regulation (GDPR). Passengers' personal data will not be transferred from the state and/or forwarded to third person, unless to supplier and business partners included in the realization of the contracted travel arrangement.

16.3. Agency can process the Passengers' personal data with the purpose of contacting and offering the similar type of the travel arrangement already contracted by the Passenger or for which the Passenger already make an inquiry. The Agency will not process Passenger's personal data for such purposes if the Passenger objected to this processing. The Passenger can file such objection via email gordan@bluehearttravel.com

17. MISCELANEOUS

17.1. All rights and duties that are not regulated by these Terms will be directly regulated with the provisions of the Croatian Obligations Act, Croatian Act on Services in Tourism and the provisions of other applicable laws.

17.2. Rights and duties defined by these Terms can be derogated by the Contract. In case where specific rights and obligations would be differently regulated by these Terms and the Contract, the rights and obligations defined by the Contract will prevail.

In Zagreb, 7 January 2021