



A LA CARTE TRAVEL

TERMS

GENERAL TERMS AND CONDITIONS OF THE TRAVEL

Use of the services of A La Carte Travel d.o.o. (LTD) d/b/ (H. Macanovica 45, Zagreb, Croatia) "we", "our" and/or "us") is subject to acceptance of these Terms and Conditions ("Terms and Conditions").

By accessing, using or obtaining any content, products, or services through our offices you, the purchaser and/or traveller ("Customer", "client" and "passenger" and/or "you/your") agree to be bound by these terms. These terms restrict your rights and remedies and provide protection to A La Carte Travel d.o.o. (LTD).

These also include warranty disclaimers and liability exclusions. By using our services, you acknowledge and agree:

IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, INCLUDING WARRANTY DISCLAIMERS AND LIABILITY EXCLUSIONS, PLEASE DO NOT USE A LA CARTE TRAVEL SERVICES.

No alterations to these terms and conditions may be made by any A La Carte Travel d.o.o. (LTD) employee, authorized representative or agent, unless in writing by an authorized officer of A La Carte Travel d.o.o. (LTD).

We may modify our terms and conditions without notice at any time where such amendment does not substantially effect your rights and obligations. If such changes of our terms and conditions substantially effect your rights and obligations, we will notify you by email with these changes as they occur.

You agree that we will not be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with the performance or non-performance of any Travel Service Provider, including, but not limited to, non-performance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation. In the event of non-performance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation of a Travel Service Provider, you agree that your sole recourse shall be toward such Travel Service Provider and not toward A La Carte Travel d.o.o. (LTD) or its representatives.

ELECTRONIC COMMUNICATIONS

When you send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

SERVICES TO BE PERFORMED

A La Carte Travel d.o.o (hereinafter: ACT) will make every effort to work with you on adjusting your itinerary, so please don't hesitate to discuss any aspect of your booking with us. ACT provides agreed upon ground services and hotel services for their CLIENT. Ground services constitute tourist services planned, organized and executed by ACT or by ACT contracted third party service providers with their facilities, vehicles and staff, exclusive of hotel services. Hotel services are not ground services and their terms and conditions are defined by the hotel.

RATES

Rates are calculated in good faith and quotations, including VAT, are valid for the services requested. Rates are based on the requested number of participants and given dates. The rates are based on current exchange rate and local taxes effective on the date the price quotation is created. The quoted prices are subject to adjustment in case of governmental legislation changes such as increase in VAT or other taxes.

CURRENCY FLUCTUATIONS

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred.

CONFIRMATION

A program is considered confirmed after we have agreed upon the itinerary and you express your desire to want to book your travel with us and once the Terms & Conditions is signed by client (You) and the first deposit is received by ACT. Any additional services confirmed after that date (when you accept the itinerary) will be subject to availability and market terms on the date requested and will be billed separately. Deviation from this may affect the quality of rendered services. Any additional arrangement /agreements which the parties confirm via email after the signing of the Service Agreement shall form part of the binding agreement.

PAYMENT CONDITIONS

The payment schedule and deposits are according to ACT's itemized quotations in contract documentation. ACT reserves the right to cancel or withhold any service for which deposits were not received on the dates due, or have not been fully prepaid in accordance with the payment schedule.

The CLIENT and ACT agree on the following payment schedule:

For ground services:

- DEPOSIT #1: 40% of the total amount to be paid by the CLIENT upon individual/group confirmation
- DEPOSIT #2: 30 % of the total amount to be paid by the CLIENT 60 days prior to individual/group's arrival
- DEPOSIT #3: 30 % of the total amount to be paid by the CLIENT 45 days prior to individual/group's arrival

NOTE: Special terms may apply to programs confirmed on shorter notice. All additional services contracted during the execution of the individual/group must be paid for prior to the individual/group departure and a financial guarantee must be given upon arrival (credit card pre-authorization or other form of guarantee) unless otherwise agreed upon in writing.

For all hotel service:

- As per hotel contracting conditions

After the itinerary is finalized there is a revision fee of \$30 per transaction alterations or revisions. A change of tour date or tour itinerary within 45 days of departure will be treated as a cancellation and new booking; regular cancellation fees apply.

After we receive the deposit, we will issue you a confirmation of receipt of payment for your package.

After we receive a balance payment, we will send you an INFO sheet as a pdf document providing all the contact information, times of departures and other necessary information.

We accept payment via credit card (Visa, MasterCard, American Express) or wire transfer.

If paying by wire transfer, you are responsible for all bank fees to transfer and wire the money to us. A La Carte Travel d.o.o. (LTD) needs to receive the full amount for your package or service.

All invoices are due and payable in quoted currency by bank transfer, exclusive of all bank charges. The program invoice is payable within the stipulated payment schedule. All unpaid balances will automatically incur 15% interest per annum, effective from the date the invoice is due.

A copy of the bank transfer documents are to be sent to ACT on the day payment is initiated.

For all bank transactions the following account applies:

Bank: ZAGREBACKA BANKA D.D.

Bank address: Trg J. Bana Jelačića 10, Zagreb

Zip code & city: 10 000 ZAGREB

Country: CROATIA

IBAN: HR 6323600001102519957

SWIFT ZABHR2X

CREDIT CARD PAYMENTS & FEES

Our quotes are in US Dollar or Euros while all payments will be affected in Croatian currency. The amount your credit card account will be charged for is obtained through the conversion of the price in US Dollar or Euro into Croatian kuna according to the current exchange rate of the Croatian National bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our proposals or web site. The charged amount on your credit card account is converted into your local currency according to the exchange rate of credit card associations. ACT will advise clients of fee and allow clients to decide whether to use a credit card or not.

CANCELLATION CONDITIONS – not applicable at the moment

ACT must be notified of all cancellations in writing. All deposits paid or due to ACT up to the moment of cancellation, will become forfeit unless otherwise agreed upon for covering cancellation charges towards third party suppliers as per their contracting conditions. Deposits not paid on the contracted date remain due to ACT regardless of cancellation.

The CLIENT and ACT agree on the following cancellation terms:

For ground services:

The CLIENT and ACT agree that if full cancellation occurs the following cancellation policy must apply:

If cancellation of the individual/group occurs more than 120 days prior the arrival date: full refund of deposits made minus 350 EUR (per person) administrative fee and any non-refundable paid fees (e.g. non-refundable airfare, cruise, private charter, services or hotel deposits)

- If cancellation of the individual/group occurs more than 90 days prior to arrival date: the 1st deposit is non-refundable
- If cancellation of the individual/group occurs less than 60 days prior to arrival date: the 2nd deposit is non-refundable
- If cancellation of the individual/group occurs less than 60 days prior to arrival date: the 2nd deposit is non-refundable

Please note the following services will incur fees even if cancelled 60 days prior to individual/group's arrival: venue rentals, all privatizations, catering costs, boat rentals and boat transfers. Additional cancellations fees may apply for programs confirmed on shorter notice.

Partial cancellations and reduction of participant numbers will not incur cancellation penalties if the reduction does not increase individual rates or is not contrary to cancellation policies of third party suppliers.

For hotel, yachts, helicopters, jets services:

- As per hotel, yachts, helicopters, jets contracting conditions

Final payment is due prior to departure according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. ACT reserves the right to treat the booking as cancelled if the balance due is not paid when due.

Alterations to Tours: If between planning time and/or during actual travel circumstances require changes, ACT and its suppliers of travel services reserve the right to cancel or vary any itinerary and substitute components of any

tour, including (but not limited to) hotels and camps of comparable quality, if air schedule or surface transportation charges, security matters, and/or events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour.

Additionally, ACT reserves the right to pass on to Customer(s) any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, ACT reserves the right to adjust its rates.

No Refund for Unused Arrangements: ACT 's prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the tour is in progress, there is no refund for the unused portion. Some tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed or the tour cancelled.

Alterations to Confirmed Bookings: If you decide to change any portion of your confirmed travel arrangements up to 60 days prior to departure, we will attempt to assist you at an administrative charge of \$150 per change per person. Changes within 45 days of departure will be treated as a cancellation and rebooking.

Information and pricing are subject to change without notice. In the event of a pricing error, or any commission, ACT reserves the right to adjust the pricing or make any other corrections. Every attempt has been made to include all taxes. In rare instances, certain entry fees and departure taxes must be paid in cash only upon entry and departure from a country, and may vary in price.

CANCELLATION POLICY during the COVID-19 situation

No payment required upon confirmation*

– 30 days prior to arrival – full amount to be paid.

– We accept payment via credit card, wire transfer or money order.

– Tour quotes do not include airfare to/from the trip start point unless noted in the itinerary.

– We are not responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur, such as changes and additional expenses. Program includes basic insurance in case of fatality or invalidity as mandated by Croatian law. Medical and travel insurance is not included, and we highly recommend you purchase this insurance at home prior to traveling.

** deposit required only in case itinerary includes charter, airfare or similar services provided by 3rd party. You will be notified in time if different payment/cancellation policy is to be applied.*

CANCELLATION POLICY:

Any cancellation of the service must be notified to Agency in written and it is subjected to cancellation fees as follows:

- if any payment is done prior and cancellation is done 30 days or more prior to arrival, client will receive a full refund (NOTE: minus any non-refundable paid fees e.g. non-refundable airfare, cruise or charter deposits)
- 30 – 15 days full refund will be made
- 14 days or less will be subject of loss to 100% of program price.

Any major changes (change of dates, booked hotels/services) to the confirmed program within 30 days prior to the arrival are subject to availability. Any such changes are subject to 250 € administrative fee.

Agency reserves the right to change/adjust and notify client on the cancellation policy change during the booking process according to the type of product offered (i.e. Exclusive property use, yacht rental, etc)

In addition, all refunds are subject to the refund policies of each hotel, boat and other vendors, some of which have specific cancellation policies where funds paid are non-refundable. Accordingly, the amount refunded to Client may be further reduced as a result of these policies. Client will be notified in time!

The Agency cannot accept liability and will not be able to refund in case of force majeure – means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable

control of the Agency or the Client including, but not limited to; terrorist actions, sanitary disorders, natural disaster, disease outbreak, lock-outs or other labor disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, new governmental act or regulation, major mechanical or electrical breakdown beyond the staff's control and not caused by Agency negligence, traffic accidents, sudden and unusual traffic jams, intervention of competent authorities, sudden changes of public transport timetables, delays of airlines and other means of transportation, unfavorable weather conditions and the like.

If, during or after the booking of a tour, a Client anticipates they may have to cancel the tour due to unexpected obstacles or any reason, in order to avoid the costs of the tour cancellation stated in the part of these Terms and Conditions titled "Cancellation Policy", they can pay the insurance from the risk of cancellation with the preferred insurance company directly.

Agency strongly advises to all its clients to purchase comprehensive insurance policies from the preferred insurance company in case of expiration, cancellation or interruption of travel.

Any payment of Client's itinerary constitutes your acceptance of the [A La Carte Terms](#).

COSTS MADE IN THE DESTINATION

The CLIENT and ACT agree that all extra costs will be paid immediately in the destination unless otherwise agreed upon in writing. All additional requested services will require the signature of an authorized representative appointed by the CLIENT, and a credit card guarantee will be taken by the hotel and by ACT. The CLIENT will be held responsible as joint debtor for all claims and extra services (such as telephone calls, mini bar, laundry, service, restaurant bills, etc.) incurred by his guests, on the basis of the contract, even if "self- payment by the guest" has been stipulated.

REFUNDS

During the operation of the program, the value of wholly or partially unused services for rooms, meals, transportation or any other service, will not be refunded unless, ACT recovers the costs involved. Prorated cost refunds cannot be made in connection with motor coaches, guides, couriers, admission fees or similar minor items, or in connection with performing arts, venues, or other special-event tickets. If there is any problem or defect with the technical equipment provided by ACT, ACT will remedy the situation immediately. In case of gross insufficiencies, the CLIENT has the right to possible refunds.

In case of complaints, the amount of the refund will be based on the real damage incurred within a provided service.

PASSPORT AND VISA REQUIREMENTS

Valid Passport (and Visa for some countries) is required for entry into Croatia and surrounding countries.

Please have your passports with you on excursions crossing into surrounding countries/border crossings.

Prior to confirming your travel arrangements, you should check your Passport and establish that it will remain current for the entire period of your travel. Certain countries require that your Passport remains valid for a period of up to six (or nine) months after the date upon which you are scheduled to leave such country. If your Passport expires less than six months after the date, you are scheduled to leave such country you may be denied entry to that country. You should clarify visa requirements with the Embassies of the countries that you plan to visit as certain countries may require you to take out a visa. Unauthorized travel documents, ie disapproval of visas resulting in the abandonment of travel, in no way binding A La Carte Travel d.o.o. and travel cancellation conditions apply.

FORCE MAJEURE EVENTS

ACT, its agents, representatives, service providers and suppliers are not liable for any damage and/or delay due to "Force Majeure Events" including, but not limited to, acts of God, governments actions, war, hostilities, political unrest, riots, civil strife, industrial disputes, labour dispute, strike, natural or nuclear disaster, fire, theft, epidemics, sickness, equipment malfunctions or breakdowns, weather conditions, quarantine, medical or customs regulations, technical or administrative problems with transport, closure of airports, ferryboat schedule changes, breakdown of machinery, water shortages or any other occurrences and changes beyond our control. In case of a Force Majeure

Event, ACT may, at its sole discretion, but shall not be obligated, to offer substitute services that, in ACT's sole judgment, reasonably replace the originally scheduled service. ACT shall not be responsible for any additional expense, omissions, delays, rerouting or acts of any governmental authority. In the event of a Force Majeure Event, no refund will be provided.

TRAVEL INSURANCE

We strongly recommend purchasing comprehensive travel insurance from your country (including trip delay, trip cancellation, trip interruption, baggage and personal effects, loss or theft of money insurance) once a trip has been booked. Health, accident and emergency evacuation insurance are also strongly recommended. If you want us to provide it for you against a charge it has to be indicated while confirming the desired travel services. ACT will not accept responsibility for any person who fails to be properly insured for their journey. Travel insurance can further protect you in the event of cancellation due to unforeseen occurrences.

ACT offers access to many optional products and services to enhance every travel experience. Options such as travel insurance protect passengers and their investment. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CUSTOMER'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES.

Without appropriate travel insurance, Client understands and agrees that if Client cancels or interrupts Clinet's travel for any reason, portions of the trip/tour may not be refunded and ACT's and travel suppliers cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by ACT. Employees of ACT are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected.

ACT highly recommends travel insurance.

MEDICAL CONDITIONS, PREGNANCY AND TRAVEL

If you have a medical condition, or if you are pregnant and considering travel, you must consult with your doctor before you travel, especially if medical condition requires daily routine care, urgent care, or your pregnancy is high-risk. You are responsible for disclosing any related information to us during the check-out process by adding special comments. You understand ACT or local provider is not in a position to provide any medical services or urgent care in the event such an action may be required. You are liable for any risks, incidences or consequences incurred during travel. We highly recommend that you purchase medical insurance and travel insurance before you travel.

DISABILITIES AND TRAVEL

You are responsible to verify with us before you book travel to ensure that special arrangement can be made if it is required for your needs. ACT or local provider is not liable for any incidences or consequences incurred during travel or complaints or lawsuits during or after travel due to your failure to inform us of your special needs. You also have the responsibility to re-confirm with us, after we reserve seats/services for you, that special accommodation will be provided per your request.

LIMITS ON RESPONSIBILITY

ACT acts solely as agents for the client with respect to all transportation, hotel and other tour arrangement suppliers. Neither ACT, nor any agent or affiliate accepts any responsibility or liability of any nature whatsoever for the acts, omissions or defaults (whether negligent or otherwise) of any governmental authorities, their officers, or employees or of any employees, or agents of airlines, air carriers, coach operators, other land carriers, shipping companies or operators, cruise or ferry operators, any other transport providers, hoteliers or other accommodation providers, any

other facilities providers, tour directors, tour guides, travel agents, or the providers to you of meals, other goods or other services on your holiday or in relation to it and over whom ACT, its agents or affiliates have no direct control. In addition and without limitation, ACT is not responsible or liable for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labour activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

All bookings agreed to be made by ACT with the provider of any transport or other services are subject to the terms and conditions imposed on such suppliers in relation to matters that may not be expressly the subject of our agreement with them and, in particular, to the applicable laws, requirements and policies of any government, governmental authority or employee including, visa, entry, exit or transit.

Where the passenger occupies a motor coach seat fitted with a safety belt, neither ACT nor any agent, affiliate or supplier concerned will be liable for any injury, illness or death or for any loss damage or claim whatsoever arising from any accident or incident if the safety belt is not being worn at the time of such accident or incident. ACT accepts responsibility only for the services it provides.

Neither ACT nor any agent or affiliate accepts any liability or responsibility for any terms, conditions or requirements of any third party who provides some service in the course of your vacation. If you decide that you do not want to visit a country or part of a country you intended to visit because of any law, condition or requirements of any government or governmental authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees.

ACT is not responsible for damages, additional expenses, or any other losses due to cancellation, delay or other changes in air or other services, sickness, weather conditions, strike, war, civil disturbances, acts or threats of terrorism, travel warnings or bans, termination or suspension of war risks or other carrier insurance, quarantine, acts of God or other causes beyond its control. All such losses must be borne by the traveller, and tour rates provide for arrangements only for the time stated. ACT is not responsible for delays, changes or cancellation costs due to incorrect, incomplete or expired travellers documents.

In the event of cancellation, delay or rescheduling mandated by any of the aforesaid causes beyond ACT's control, the passenger shall have the option of accepting in lieu of the original tour such rescheduled tour or other substituted tour(s) as may be offered, or else, receiving a refund of as much of such advance tour expenditures as ACT can recover on the traveller's behalf from carriers, third-party tour vendors, etc., but ACT shall not have any obligation or liability to the travellers beyond the foregoing.

ACT reserves the right to make alterations to the tours itinerary and to substitute hotels, vehicles, ships, or activities if this is required. ACT reserves the right to cancel, delay, or reschedule any tour prior to departure and, so long as this is not due to any of the aforesaid causes beyond our control, the passenger shall be entitled to a full refund of all monies paid to that point if he/she so desires, less any non-refundable deposits or uncollectible expenses incurred

Neither ACT nor any agent accepts any responsibility or liability for your acts, omissions, defaults, conduct, and state of health, condition or circumstances. Every effort is made to ensure website accuracy at all times. However, ACT cannot be held responsible for printing or typographical errors or errors arising from unforeseen circumstances.

EXCURSIONS AND ACTIVITIES

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

COMPLAINTS AND PROBLEMS

We endeavour to ensure that the arrangements we have made for you are implemented as arranged. If a problem occurs, complaint should be reported immediately and directly to the supplier or the tour guide. In the unlikely event that neither the tour guide or the supplier is able to resolve the matter to your complete satisfaction, the typewritten claim with details should be sent to us within 30 days after scheduled return date (at contact@alacartetravel.hr) and we will be acknowledged within 60 days.

If you fail to follow this procedure, your right to claim compensation may be affected.

CONFIDENTIALITY

Contracting parties agree that information pertaining to the program contained here within will be held as confidential and will not be released to third parties without the direct and written consent of the affected party.

MANAGEMENT FEE

An ACT Management Fee will be included in the program costing and will depend on the details of the program offered. This fee covers ACT's permanent staff and resources dedicated to the production of your program from the time of the confirmation through its realization. It includes a dedicated project manager, your main contact within our organization, sometimes complimented by a team of assistants depending on the demands of the program.

GRATUITIES

Gratuities are not included in ACT rates and are at the CLIENT'S discretion. They are, however customary, ranging from 5%-10% of total services. ACT can manage your gratuities, please note that VAT (25 %) must be added to the desired amount.

DISPUTES

Contracting parties agree that any dispute or disagreement resulting out of or in connection with the services provided by ACT will be settled through mediation. If an agreement between ACT and the CLIENT cannot be reached through negotiations the dispute will be settled at the Commercial Court of Zagreb.

These terms of use shall be governed by and construed in accordance with the laws of Croatia. Any dispute arising under these terms of use shall be subject to the jurisdiction of the courts of Croatia.

CONTACT INFORMATION:

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