

GENERAL TERMS AND CONDITIONS FOR PACKAGE TRAVEL

SUBJECT MATTER

The subject matter of these General Terms and Conditions is the regulation of the mutual relations of the Agency and the Traveller i.e. the travel contractor in the case where the travel contractor concludes this contract on behalf of a third party.

General Terms and Conditions for Package Travel are part of the Package Travel Contract and are valid only when the Agency is the package travel organiser. If the Agency is intermediate for the third party and is not the organiser, these General Terms and Conditions are not valid.

In case of a discrepancy between the Package Travel Contract and General Terms and Conditions for Package Travel, Contract will prevail.

DEFINITIONS

Agency: Caliper d.o.o., Kovačka 5, 23000 Zadar, Croatia; MBS: 110066126, OIB: 16365977177

GDPR: General Data Protection Regulation; Regulation (EU) 2016/679

General Terms and Conditions: these General Terms and Conditions for Package Travel

Itinerary: document included in the Contract with the description of the package travel

Traveller: any person who wishes to enter into a Package Travel Contract or who is entitled to travel based on the concluded Package Travel Contract

Travel contractor: a person who concludes the contract with the Agency (in their name or on behalf of the third party)

Contract: Package Travel Contract

1. GENERAL INFORMATION

Caliper d.o.o. „zzuum – Active Vacation“, Kovačka 5, 23000 Zadar, Croatia („we“ or „us“) provides the service to the traveller („you“ or „your“) as described on the website www.zzuuum.com and according to written information brought to you. In these conditions references to "you" and "your" include the first-named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. When making a booking, you agree on behalf of all persons detailed on the

booking that you have read these conditions and agree to be bound by them and you are over 18 years of age.

The Traveller is obligated to carefully read the content of these General Terms and Conditions for Package Travel and separately submitted standardized information prescribed by the appropriate supplements of the Act on Provision of Tourist Services, before engaging in the agreement. The information volume provided in these documents and the time necessary to read them through cannot be a foundation for the assumption that the Traveller could not have studied them thoroughly enough.

Terms used in this document, which have a gendered meaning shall refer equally to the male and female gender.

2. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE AGENCY AND THE TRAVELLER

The Traveller is obligated to inform the Agency of any discrepancies he shall determine during the fulfilment of the travel services included in the Package Travel Contract. The Agency shall correct all discrepancies upon the Traveller's request unless it is impossible or such correction of the discrepancies would cause disproportionate costs considering the discrepancies and the travel service value, which the discrepancies affect. In that case, the Traveller is entitled to the price reduction and damage compensation according to the General Terms and Conditions for Package Travel, which regulates the right to a price reduction and damage compensation.

Should the Agency fail to correct the discrepancy, in a reasonable time determined by the Traveller, the Traveller can request compensation for the necessary costs. The Traveller shall not be obliged to grant the Agency a grace period for the correction of the discrepancy if the Agency shall refuse to correct the discrepancy or if the discrepancy requires an immediate correction.

Should it not be possible to provide a significant part of the travel services according to the Package Travel Contract, the Agency shall offer the Traveller appropriate alternative packages of equal or higher quality, if possible, to the ones stated in the Contract, without further costs for the Traveller, including if the Traveller is not offered a return to the departure location as agreed.

Should the Agency suggest alternative package travel of a lower quality than the one stated in the Contract, the Agency shall suggest an appropriate price reduction.

The Traveller may refuse the suggested alternative package travel only if it is not comparable with the agreed items in the Contract or if the approved price reduction is inappropriate.

If the discrepancy significantly influences the performance of the package travel and if the Agency fails to correct the discrepancy within a reasonable time granted by the Traveller, the Traveller shall be entitled to terminate the Contract without settling the termination fee and

to request, as needed, price reduction and/or damage compensation under the provisions of these General Terms and Conditions, which regulate the right to the price reduction and damage compensation.

Should it not be possible to secure alternative packages or if the Traveller refuses alternative packages under the provisions of these General Terms and Conditions, the Traveller is entitled, as needed, to a price reduction and/or damage compensation according to these provisions of these General Terms and Conditions, which regulate the right to the price reduction and damage compensation.

Should the package travel include Traveller's transport, the Agency shall secure without further delay repatriation of the Traveller with an equally valuable transport, without any additional costs for the Traveller. Additional costs shall be borne by the Agency.

When due to extreme circumstances that could not have been avoided, it shall not be possible to secure the return of the Traveller according to the Contract, the Agency shall bear costs of the necessary accommodation up to a maximum of three nights per Traveller in the accommodation category equally valuable as the one agreed by the Contract. Should the legislation of the European Union regarding the traveller's rights foresee longer periods, these periods shall apply.

The cost limitations above shall not apply to persons with decreased mobility, defined under Article 2, Item (a) of Regulation (EC) no. 1107/2006 of the European Parliament and the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (SL L 204, 26th June 2006) as well as to any accompanying person, to pregnant women, minors and persons in need of medical assistance under the condition that the Agency shall be informed of their special needs at least 48 hours before the commencement of the package travel.

The Agency shall not refer to the exceptional circumstances that could not have been avoided for the liability limitation according to the provisions of these General Terms and Conditions if the provider of the transport services cannot also refer to such circumstances under the applicable legislation of the European Union.

The Agency shall not be held responsible for the damage, should he prove that the discrepancies have been caused by the Traveller or that the discrepancies have been caused by a third party who is not related to the providing of the travel services included in the Contract, and that the discrepancy is unforeseeable or unavoidable or that the discrepancy was caused by extraordinary circumstances that could not have been avoided.

The Agency shall limit in advance the compensation amount for the damages which have not been a consequence of the bodily injuries or for the damages which have not been caused by the Agency on purpose or by negligence to the amount of the triple total price of the package travel.

If the international conventions binding on the European Union or the regulations based thereon limit the scope of compensation for damage paid by the travel service provider which forms part of the package travel or limit the conditions under which he is obliged to compensate for such damage, in which case assumptions, restrictions and exclusions apply appropriately to the Agency, he may refer to this fact concerning the Traveller.

The Traveller is entitled to submit claims for price reduction and/or compensation in accordance with the Act on the Provision of Tourist Services as well as in accordance with the international conventions and regulations stated here as follows: Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11th February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, Regulation (EEC) No 295/91, Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23rd October 2007 on rail passengers' rights and obligations, Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23rd April 2009 on the liability of carriers of passengers by sea in the event of accidents, Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24th November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004, Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16th February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004.

Damage compensations or price reductions to which the Traveller is entitled under the Act on the Provision of Tourist Services and by the international conventions and regulations stated above shall be deducted from each other to avoid excessive compensation and/or excessive price reduction.

The Traveller's right to request a price reduction according to the provisions of the Act on the Provision of Tourist Services, which regulate the issues of modification of the Package Travel Contract before the commencement of the travel, the execution of the package travel and the reduction of the price and compensation of damages shall become obsolete within two years. The statute of limitations begins as of the first day after the day on which the package travel under the Contract should have ended.

The Agency shall provide appropriate assistance without undue delay to the Traveller in distress, especially under circumstances where, due to exceptional circumstances that could not have been avoided, it was not possible to ensure the return of the Traveller by the Contract. This assistance relates in particular to providing adequate information on health services, local authorities and consular assistance as well as assisting the Traveller in establishing remote communication and in finding alternative travel arrangements. Should the Traveller have caused a problem intentionally or by negligence, the Agency shall charge for the assistance.

3. BOOKING AND PAYMENT

Booking can be made personally at the „zzuum – Active Vacation“ tourist agency, in written form or throughout our website. The traveller may be required to pay a deposit or make full payment for the booking at the time of booking. Where only the deposit is paid, Traveller must pay the full balance by the balance due date notified to Traveller.

The price of the package travel can be paid by cash, credit and bank cards at the office of the Agency, Ulica Federica Grisogona 9, 23000 Zadar and by remittance to the transaction account of the Agency, based on the invitation to pay and within the period specified therein.

4. PRICES

All prices are per person including VAT. The prices were calculated according to the exchange rates at the time of calculation.

We reserve the right to change the price due to currency fluctuations. If the increase is more than 10% of the amount then you may cancel the booking without any costs. The already paid amount will be refunded to you (except for bank fees). This cancellation must be in writing and at least within 3 days after you received from us the notice of a price increase.

We reserve the right to change the price due to a change in the price of transport resulting from the cost of fuel or other energy sources in the proportion for which the carriers increase the prices of their services for the above reasons. If the pre-contractual information does not explicitly state the share of transport costs in the package price, and as a basis for calculating the price correction, the Agency shall not increase the prices as a result of changes in the transport prices.

We reserve the right to change the price due to a change in the amount of taxes or fees for travel services covered by the contract, which are determined by third parties not directly involved in the execution of the package travel, including tourist taxes, fees for the package, landing or boarding or disembarkation fees at ports and airports. If the pre-contractual information does not explicitly state the share or value of these taxes or fees in the package price, and as a basis for calculating the price correction, the Agency will not increase the prices as a result of changes in the amount of taxes or fees.

If there is a need for an increase in the price of the package travel, the Agency shall, no later than 20 days before the start of the package travel, send to the Traveller's e-mail the appropriate notice of the price increase with the explanation and calculation of the increase.

5. CHANGES AND TERMINATION OF THE CONTRACT

The Agency reserves the right, before the start of the package arrangement, to unilaterally modify the other terms of the Package Travel Contract in the case of a minor change that

does not affect the main features of the travel to reduce the quality or value of the travel services or cause significant inconvenience or additional inconvenience to the Traveller's expenses. The Agency shall email the Traveller with an appropriate notification of any changes that are considered insignificant.

If the Agency must substantially change any of the essential features of the travel services before the start of the package travel or shall be unable to meet the agreed specific Traveller's requirements specified in the Contract, he shall provide the Traveller with appropriate notice to the email address. This notification shall include information about proposed changes, their impact on the package price and any replacement package travel, the time limit within which the Traveller must inform the Agency of the acceptance or rejection of the proposed change or the replacement package travel, as well as the consequences in case the Traveller does not respond in set a deadline or reject the proposed changes.

The Agency may terminate the Package Travel Contract before the start of the travel and fully refund the Traveller all payments received for the package travel, without any obligation to compensate the Traveller, if exceptional circumstances which could not have been avoided prevent the Agency from fulfilling the Contract. In the event of these circumstances, the Agency shall notify the Traveller via e-mail of the termination of the Contract without undue delay before the commencement of the package travel.

6. TRAVEL DOCUMENTS

The Traveller is obliged to meet all the requirements of the country of destination concerning the passports, visas and health formalities indicated in the pre-contractual information on time before the journey, and to carry with him all the relevant travel documents, including appropriate certificates of completion of the health formalities, during the trip, and to make these available to the competent officials.

In case the local requirement was not observed, all the occurring costs therefrom are for the Traveller's expenses.

7. TRAVEL INSURANCE

Caliper d.o.o. „zzuum – Active Vacation“ must offer each traveller travel insurance which includes: insurance in the event of an accident, loss of baggage, travel termination insurance and voluntary health insurance during their stay abroad. A travel insurance policy can be issued by any insurance company or by a travel agency. If we issue the travel insurance policy travel agency is only a mediator between the insurance company and the traveller. Traveller must provide all relevant information (eg. pre-existing medical conditions). Failure to disclose relevant information will affect Traveller's insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance

cover would otherwise have been available. By signing the Contract, the traveller confirms that a travel insurance package has been offered.

8. CANCELLATION BY THE TRAVELER

The Traveller may terminate the package travel at any time before the start of the package travel.

Charges for when a booking is cancelled by the Traveller:

- cancellation up to 14 days before arrival date: no charges
- cancellation 13 – 4 days before arrival date: 50% of the total amount
- cancellation 3 days before arrival date or no show: 100% of the total amount.

9. FINANCIAL PROTECTION

If we are unable to provide the service for reasons of insolvency, the Adriatic osiguranje insurance company may make a payment to you, that is for the return of the traveller to the place of departure. The traveller should contact the insolvency bail issuer immediately at Adriatic osiguranje, Biogradska cesta 76, 23000 Zadar; phone number: 00 385 23 343 919, Guarantee Insurance Policy Number 0681008799. This document is valid as a Confirmation of Insurance in Case of Bankruptcy or Insolvency of the Travel Organiser.

10. PRIVACY POLICY

When concluding a Contract, the Traveller is obliged to provide personal data and all documentation necessary for the organization of the voyage. Personal data of the traveller/travellers are necessary for the realization process of contracted travel arrangements and shall be used for further communication. However, we are committed to respecting your privacy and protecting your personal information. You can find out more about our Privacy Policy at www.zzuu.com.

11. ARBITRATION, GOVERNING LAW

In case of a dispute that cannot be resolved amicably or by alternative consumer dispute mechanisms, the applicable law and jurisdiction according to the seat of the Agency shall prevail.

Travellers can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

General Terms and Conditions are part of the Contract between the Traveller and Caliper d.o.o. „zzuum – Active Vacation“. Signing the Contract the Traveller accepts and agrees to the use of these General Terms and Conditions.

12. CONTRACT CONCLUSION

All pre-contractual information delivered to the Traveller by the Agency is a constituent part of the Package Travel Contract. The Agency may modify it before concluding the Contract to provide the Traveller with any changes to the pre-contractual information in a clear, understandable and easily visible manner.

The Contract is considered binding after it has been signed by the Traveller and the Agency if it has been provided in writing to the Traveller or if the Traveller has provided all necessary information and has confirmed his agreement with the contractual information provided via e-mail or other means of remote communication. If, after receiving contractual information and providing all necessary travel information, the Traveller shall make available to the Agency a credit card number for the payment of the package travel or shall conduct a payment to the Agency's account, the Contract shall be considered as concluded without the other express statement from the Traveller.

The Agency shall provide the Traveller with a copy of the Contract in electronic form after the Contract or without undue delay. If the Contract is concluded at the Agency's office with the simultaneous physical presence of the parties the Agency shall provide the Traveller with a copy of the Contract in paper form.