

# **Travel Contract and General Conditions**

## **TRAVEL CONTRACT**

### **1. Subject Matter of the Contract**

The subject matter of this Contract is the regulation of the mutual relations of the travel organizer the travel agency Euroclub d.o.o. (Hereinafter Euroclub) and the TRAVELLER i.e. the travel contractor in the case where the travel contractor concludes this contract in behalf of a third party (hereinafter TRAVELLER). This Travel Contract contains General Conditions and Directives for Travel Arrangements, i.e. it refers to the travel program that contains all necessary data. The Contract is considered binding upon signing by an employee of the agency (an employee of the Euroclub agency or any other person authorized for the sales of Euroclub's travel arrangements) and by the traveller and upon total payment of the travel arrangement or a portion of the payment if payment of the remaining amount by the agreed date is indisputably insured by the traveller. If the traveller is not able to personally sign the Contract, the Contract assumes legal effect only when Euroclub receives the entire agreed amount of the cost of the travel arrangement or if such is specifically agreed upon, a portion of the agreed payment and documentation that indisputably insures the payment of the remaining portion of payment by the agreed date. The traveller may register for a voyage in of Euroclub, Put Majdana 12, 21210 Solin in person, by telephone, Internet or other means of remote communication. When concluding a Contract, the traveller is obliged to provide personal data and duly provide all documentation necessary of the organization of the voyage. The traveller guarantees that Euroclub has been provided with correct and valid data necessary for the undisturbed realization of the voyage and accepts all legal obligations deriving from this Contract and from legal regulations. We apologize for any errors that have occurred during data entry on the Web, and for them we are not responsible. The photos on the web have been taken in Euroclub in the past 20 years and may not correspond to current state of camp.

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

In order to confirm a reservation upon registration the traveller pays at least 30% of the price of the travel arrangement (if the program does not state otherwise). The remaining cost of the arrangement is paid no later than 21 days before the beginning of the trip or documentation guaranteeing the indisputable payment of the total cost of the travel arrangement is provided. If the traveller does not execute his obligations no later than 21 days before the beginning of the trip, the reservation will be considered cancelled without the possibility of refunding any advanced payments.

### **3. Costs**

The prices of trips are advertised in the traveling program and are valid from the day of advertising the program.

### **4. Categorization and description of services**

The summer camp Euroclub is organized in the center of Luša, in Brodarica. EUROCLUB assumes no responsibility for any oral or written information that does not comply with

the description of the services and facilities in EUROCLUB's programs applicable to the specified trip, given by EUROCLUB's employees or a third party. Accommodation schedule in rooms or bungalows determine the reception desk at the place of residence. If the passenger has not explicitly arranged a room/bungalow with special features, he will accept any officially registered room/bungalow for publication in a particular object or destination described in the travel program. Accommodation is not possible before 16:00 on the day the service is started, and the same has to be abandoned up to 10 hours on the day the service is terminated, unless otherwise indicated in the travel program. For later individual arrivals in accommodation facilities (after 20 hours) it is necessary to notify EUROCLUB at least one day before departure, unless such a later arrival is foreseen by the travel program.

## **5. Travel documents, respecting regulations**

A traveller is responsible for valid travel documents. The traveller shall respect customs, currency and other regulations. If the traveller cannot continue his journey due to lack of conformity to regulations, he solely bears all incurred costs and consequences of the same. If the traveller loses travel documents or finds the same stolen during the duration of the voyage, he is obliged to insure new documents at his own cost. The traveller is obliged to secure that he personally, his documents and luggage fulfil conditions prescribed by visa, boarder, customs, health and other regulations of the Republic of Croatia. The traveller is obliged to comply with rules of conduct with the representative of the travel organization and service providers in good faith. In the event of non compliance of the stated obligations, the traveller is responsible for the incurred damage, and EUROCLUB assumes no responsibility for such damage. In such a case, the amount of damage shall be settled by the traveller to the owner of the camp at the reception desk. Invalid travel documents, i.e. unapproved visas that as a consequence call for the termination of travel, in no regard constrain EUROCLUB and conditions for the termination of travel shall be implemented. EUROCLUB declines all responsibility for damages that may result due to irreverence of provisions of particular countries or those that may produce invalid travel documents.

## **6. Travel insurance**

Pursuant to the Law on the provision of services in tourism, agency employees are obliged to offer a passenger "package" of travel insurance consisting of voluntary health insurance during their stay abroad, insurance against consequences of an accident, baggage insurance and travel cancellation insurance. By signing a contract, the passenger confirms that he was offered a travel insurance package. In the event that the passenger requires these insurance, they can be directly contracted with one of the insurers or with EUROCLUB, where EUROCLUB only participates as an intermediary. By signing this contract, it is considered that the passengers are offered and the recommended insurance referred to in the preceding paragraph.

## **7. Insurance against travel cancellation risk**

If a traveler predicts that, due to certain situations, he will have to cancel the trip, we recommend paying a cancellation policy. Cancellation insurance can not be paid later, but only with a travel application. Failure insurance is valid only in the following cases, with

mandatory written confirmation: military call, illness, death in narrow family.

If the passenger has no contracted cancellation insurance, he must cancel the trip and has a confirmation of the military invitation, illness or death, EUROCLUB reserves the right to pay according to the rules referred to in Article 8 of this Agreement. When canceling the arrangement, the cost of obtaining a visa is not paid and in case the passenger has paid a cancellation insurance. With the cancellation insurance policy, the traveler transfers all his claims to an insurance company whose insurance policy from the cancellation, and EUROCLUB is obliged to provide the traveler with all documentation necessary for the realization of the passenger's claim to the insurance company, which relates to on the arrangement. All cancellation terms are stated in the insurance policy and we recommend each traveler to read them personally. In case of cancellation of travel according to Art. 14. The insurer will pay 90% of the amount, while the agency will pay the remaining 10% of the amount.

If a traveller predicts that, due to certain situations, he will have to cancel the trip, we recommend paying a cancellation policy. Cancellation INSURANCE MUST BE PAID TOGETHER WITH THE BOOKING, not later.

**A. Regular Cancellation with justifiable cause - 30 EUR per week** – worth only if the reason is as justifiable (with official confirmation) - severe illness or death of a close family member.

**B. Cancellation plus- 65 EUR per week** – worth for any cancellation

Refunds are made in accordance to the rules in Article 8 of this Agreement. When cancelling the arrangement, the cost of obtaining a visa is not part of cancellation insurance.

## 8. Cancellation of travel by passengers

### CANCELLATIONS AND FUNDS RETURN

In case you need to cancel the camp – it is necessary to do it by sending e-mail to office@euroclub.hr . If you don't send the e-mail we consider the camper as present in the camp.

1. In case you don't have our insurance and you cancel the camp – you are not eligible for any fund return. It is possible , however, to transfer the amount to another person if you find him/her, or to transfer the amount for some other date, even for the next year – without any extra cost.
2. With our regular or cancellation plus insurance, you are eligible for fund return in accordance with your insurance model (A or B)– the amounts being as following:

- **CANCELLATION BEFORE THE CAMP STARTS**

- no later than 15 days before the start of the camp – refund of the entire amount paid reduced by the amount of insurance and 25EUR operating costs of the bank the transfer of funds.
- within 1-15 days before the start of the camp – refund of all paid funds reduced by the insurance amount, the contracted transportation costs (if any) and 65EUR operating costs of the bank the transfer of funds.
- on the day the camp starts – refund of the entire amount paid reduced by the insurance amount, agreed transport costs (if there were any) and one day of the used amount cost (below).

- **CANCELLATION AFTER THE CAMP BEGINNING** – you will get back the paid amount of money reduced by insurance and transfer amount plus the used camp amount:

- Number of days started (including Sundays) x 170EUR for English campers.
- Number of days started (including Sundays) x 195EUR for Adventure English campers.

If your paid amount is less than the amount used, parent or the guardian is obliged to pay the difference.

Euroclub will respond to the received request for refund within one week at the latest. Refunds will be made no later than 5 working days after the request has been resolved.

## **9. Cancellation of travel by EUROCLUB or change of travel program**

If EUROCLUB prior to the start of the journey significantly changes the program, accommodation or price, it is obliged without delay to notify the passenger in writing.

Within two working days of receipt of the EUROCLUB notice, the Traveler may accept or reject the modified program. In the event of a waiver or a failure to bid, EUROCLUB undertakes to return the paid part of the price within 7 working days. In the case of acceptance, the substitute arrangement offered by EUROCLUB is considered a new contract on the journey, with the traveler waiving all claims against EUROCLUB on any legal basis arising out of the original contract. If EUROCLUB has not provided the majority of the contracted services upon the start of the journey or if it considers that it will not be able to secure the fulfillment of the majority of the contracted services,

EUROCLUB may, at its discretion, and with the consent of the passenger, make changes to the travel program and, if necessary, compensate the passenger for the difference between the agreed and really provided services. In addition to the written consent of EUROCLUB passengers may replace an incomplete part of the service with another service,

whereby the passenger waives the right to claim from EUROCLUB for such mutually agreed and modified part of the journey in relation to the concluded travel contract. If EUROCLUB could not be appropriately modified travel program or if the traveler does not accept the change for a justified reason, EUROCLUB will make it possible at its cost to return the

TRAVELER to the place of departure or to another place if the TRAVELER agrees to it and compensate for any damage he has suffered. Damage is paid in the amount of part of the price of the unused part of the contracted program, at the basis of the passengers' complaints.

EUROCLUB will address the complaint in the manner specified in point 11 of this contract. The highest amount of damage can be the amount of the contracted arrangement price.

EUROCLUB is authorized by a one-statement declaration to terminate the contract in whole or in part without obligation to compensate the passenger if there are any extraordinary and unforeseeable circumstances which could not be prevented, avoided or remedied

and which would have existed at the time of the conclusion of the travel arrangements, was a justified reason for EUROCLUB not to conclude a contract. In this case, the

passenger is entitled to a refund of the amount paid in full or the difference in price between the contracted and the provided services. EUROCLUB reserves the right for the cancellation of the trip, no later than 5 days before the start of the trip, if the trip was canceled by the organizer of the trip for which EUROCLUB was an intermediary in

the sale of the aforementioned arrangement or if the minimum number of passengers required to complete the travel arrangements specified on each individual travel program or

from any other for a valid reason. EUROCLUB reserves the right to change the day or the hour of the journey due to the change of the flight schedule or due to the occurrence of unforeseen circumstances, the right of change of direction travel if the conditions of travel change (change of flight order, security situation in a particular country,

elemental disasters or other situations to which EUROCLUB can not be affected), without compensation for damages, according to applicable regulations in domestic and

international traffic. EUROCLUB accepts no liability for any change due to unforeseen circumstances and more force during the journey. In that case, it can provide services

with regard to the given situation. EUROCLUB does not respond to eventual errors in the press of the program within the brochure/catalog as well as incorrect data entry by

operators on EUROCLUB's websites.

## **10. Travel organized by other organizers / tour operators**

For all arrangements where the EUROCLUB Main Organizer applies these General Terms except where EUROCLUB is an intermediary or not the main travel organizer. Such arrangements will be specifically marked and the general conditions of the responsible organizer are applied to them, and EUROCLUB is not responsible for the implementation of tourist arrangements of other organizers. By signing the contract, the PASSENGER fully accepts the program and the conditions of travel.

## **11. Resolving the complaint**

The traveler has the right to complain about unfulfilled contracted services. The traveler must lodge a written complaint to EUROCLUB, within 8 days of the end of the journey. Complaints invested after the expiration of the 8-day deadline will not be taken into consideration. We emphasize that it is in the interest of the passenger to act in good faith and express his will to resolve any complaint in the course of ones trip and ones written complaint to the service provider on the spot (reception, carrier, host or travel agent at the destination) and request a written confirmation from the service provider that the complaint has been received. Each traveler - the contract holder submits the objection separately. EUROCLUB will not consider objections made in an group manner. EUROCLUB is obliged to make a written decision on the objection within 15 days upon the receipt of the complaint in the manner in which the complaint was filed (by e-mail, mail or personal delivery to which will be sent in a written delivery note). EUROCLUB will only address those objections for which the traveler submits proof that he filed a written complaint with the on-site service provider and that the cause could not be removed on the spot. If there is a failure to meet EUROCLUBA's guilt program or part of the service, the passenger is entitled to a fee in the amount of the actual value of the unused service and can not include the services already utilized or the total amount arrangements. In the case of a dispute concerning an online sale and online service agreement, the consumer may file a complaint or initiate a procedure for online settlement disputes through the online dispute settlement platform available at the following link: <http://ec.europa.eu/consumers/odr/>. While EUROCLUB does not decide on a passenger's complaint, the passenger will disclaims the mediation of any other person, court institutions or providing information to the media.

## **12. Health Regulations**

The traveler is obliged to inform EUROCLUB about all the facts regarding his/her health, habits and the likes, which could endanger traveling (if from health and other reason requires a certain type of food, chronic illnesses, allergies, etc.). Some programs specify special travel rules that include mandatory vaccination and procurement of appropriate documents. The traveler is obliged to carry out mandatory vaccination as well as having certificates and documents on it. We recommend paying for health insurance.

## **13. Luggage**

Transferred luggage up to a certain weight category, determined by the carrier, is free of charge. For air transport, the excess baggage is supplemented by the traveler

according to the valid rules and carrier prices. EUROCLUB accepts no responsibility for lost or damaged luggage. Claims for lost luggage should be made to the carrier or hotel. Code air cargo, the baggage is the sole responsibility of the airline company, based on regulations applicable to air traffic. In case of loss of luggage the traveler fills out the PIR form of the airline who has carried the luggage and submits it to the representative of the airline company, and one copy retains for itself. Based on the fulfilled form, the airline pays it compensation according to the regulations applicable in domestic and international air travel. In case of loss of luggage in accommodation campers, the traveler requests the accommodation unit in which the luggage is lost, at the reception. We recommend paying your luggage insurance.

#### **14. Insurance in case of payment inability or bankruptcy of the tour operator**

In accordance with the Law on Providing Services in Tourism, EUROCLUB has entered into with the Insurer the Insurance Contract in case of payment impossibility or bankruptcy of the organizer of the trip due to which travel service is missing or for the cost of returning the Traveler to the place of departure. In case of the occurrence of the insured event, the Traveler should contact in the fastest manner insurer Wiener osiguranje, Vienna insurance group d.d. Zagreb, Slovenska ulica 24, tel: 01/371 86 00 (number of warranty insurance policies: 1399-00022440) This document is valid as a Certificate of Insurance in the event of a bankruptcy or payment inability of the tour organizer.

#### **15. Liability insurance**

In accordance with the Law on Provision of Services in Tourism, EUROCLUB has with the insurance company Wiener osiguranje, Vienna insurance group d.d. Zagreb Insurance Contract concluded liability for damage caused by a passenger by failure to comply, partial fulfillment or improper fulfillment of obligations, number 1399-00022440. Employees of the agency will get to know him, PASSENGER with the contents of valid liability insurance contract for damage caused by EUROCLUB to PASSENGER by failure to comply, partial fulfillment or improper fulfillment of obligations related to the package arrangement, and the Passenger confirms by the signing of the Travel Agreement that he is familiar with the content of the said Insurance Agreement.

#### **16. Protection of personal data**

The passenger gives his personal information voluntarily. Personal passenger data is required in the process of implementing the agreed arrangements and will be used for further communication.

The information collected through the web formullar on the EUROCLUB website will be used solely for internal use and won't be shared by "third parties". TRAVELLERS' email addresses and telephone numbers EUROCLUB will occasionally use to provide more information about camp and transfer/arrival, or in promotional purposes - to inform TRAVELLERS of special deals and promotions. EUROCLUB obliges that passenger's personal data will not be taken out of the country, except for the purpose of implementing the arranged arrangements.

The exception to the provision of personal data to third parties relates to contracting travel insurance policies, that is, if the traveler concludes the insurance policy, then his personal data will be forwarded to the insurance company. Personal informations will be kept in the database, in accordance with the Decision of the Management Board of the company on the manner of collecting, processing and storing personal data. The

passenger agrees to that his personal information can be used for the purpose of realization of contractual arrangements and marketing actions EUROCLUB. By giving your personal information and accepting these general conditions, TRAVELER agrees to Euroclub d.o.o. and related persons use and use the specified personal information for promotional purposes such as (but not exclusively) sending newsletters by e-mail, post via Facebook, and to inform him in other ways about the promotional activities, products and services it offers. Your data will be processed for sending purposes information about our offers, news and events, and in all mail you have the option to unsubscribe from the list of recipients. In accordance with the Law on Personal Data Protection on your behalf the request will allow you access to data as well as possible corrections. Protection of your personal data means that Euroclub d.o.o. will never abuse the PASSENGERS personal information in any way, PASSENGERS contact and personal information will never be given to any third party and that PASSENGERS may be logged out at any time from any of the email lists. All EUROCLUB online activities are in line with European legislation (EU Directive 95/46 / EC, 2002/58 / EC and Treaty Conventions ETS 108, ETS 181, ETS 185, ETS 189) and national legislation of the Republic of Croatia (Law on Personal Data Protection, Electronic Commerce Act, etc.). Parents / guardians agree for their child (TRAVELER) to be recorded during daily activities whilst participating in the Program and that this material can be used for the purpose of reporting and promotional purposes of Euroclub.

## **17. Information**

Notices received by the traveler at the place of entry do not bind the organizer to a greater extent than the information and information provided in the travel program itself.

## **18. Statement of understanding**

Although Euroclub has made reasonable efforts to assure TRAVELERS safety while participating in the Program and activities offered as a part of the Program, when signing the contract he declares that he (TRAVELER) understands that there are certain risks, dangers and hazards that are inherent to participation in the Program. These include, but are not limited to, physical and mental fatigue; slips, falls and collisions; encounters with wild animals, varied terrain and environmental features; altitude related illness; changing weather conditions, natural disasters; criminal acts of third parties; acts of omissions of the public or other Program participants; and accidents occurring during travel associated with the Program. The TRAVELER understands that it is impossible for Euroclub to list in this Agreement every inherent risk, danger or hazard associated with participating in the Program. The TRAVELER understands and appreciates however that he/she may encounter these and other inherent risks, dangers and hazards not specifically listed in this Agreement at any time during the Program.

## **20. Assumption of the risk**

The TRAVELER accepts and assumes all of the inherent risks, dangers and hazards associated with participating in the Program, whether known or unknown, including those specifically identified above.

## **21. Responsibility for conduct**

The TRAVELER accepts and assumes responsibility for his/hers own negligent or reckless conduct

while participating in the Program.

## **22. Program changes**

Euroclub strives to maintain the Program as originally advertised. On occasion, conditions beyond the control of Euroclub may necessitate changes, modifications or alterations to the Program's itinerary; the substitution of accommodations, or the omission or substitution of specific advertised activities. Euroclub may make such decisions in its sole discretion, and is not responsible or liable for any expenses or losses that may result from those decisions. Euroclub additionally reserves the right to restrict participation in any activities associated with the Program in the event it determines that participation may affect, impede, or endanger TRAVELERS welfare or the welfare or enjoyment of another participant. Euroclub is not responsible for any losses or costs that may result from exercising this right.

## **22. Final provisions**

These travel conditions and directions exclude all previous conditions and travel directions. General terms and conditions of travel are an integral part of the contract the passenger makes with EUROCLUB or an authorized travel agency in which he/she applied for a trip organized by EUROCLUB. The parties undertake to resolve possible controversial cases agreeable. If this is not possible, in the event of a dispute, the court in Split is competent, and the Croatian law is applied.

**EUROCLUB Luša 22, Brodarica**