

## General Terms and Conditions

These General Terms and Conditions regulate the basic principles of business relationships between the Tourist Agency Shuttle d.o.o. and the Customer/Traveller, in particular with respect to the provision of services on a permanent or temporary basis.

These General Terms and Conditions are drafted in writing and are available in the office of the Tourist Agency Shuttle d.o.o. at the address Ruđera Boškovića 15 – Kaleta 1, 21 000, Split and online at <https://shuttle.hr/>

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### 1. GENERAL INFORMATION

SHUTTLE d.o.o. putnička agencija

Office: Ruđera Boškovića 15 – Kaleta 1, 21 000, Split

Ownership structure : 100% private, family company

ID kod: HR-AB-21-060200921

Registration number : 1844738

VAT: HR96166404601

President of the Management Board of the Company: Nenad Bašić

Kostadinović Managing Director : Nenad Bašić Kostadinović (CEO)

Registered at the Commercial Court in Split, established on September 16th, 2004, MBS060200921, capital in the amount of 20.000,00 kn paid in full

Bank account: IBAN: [HR9323900011101066149](#)

Bank name: HPB d.d.

SWIFT CODE: HPBZHR2X

The capacity and powers of the operations manager: the head of the Agency.

Details of the competent body supervising the activities of tourist agencies: State Inspectorate – Tourist Inspectorate, Šubićeva 29, 10000 Zagreb, e-mail: [turisticka.inspekcija@dirh.hr](mailto:turisticka.inspekcija@dirh.hr) , tel: + 385 1

2375 100.

Central contact point for administrative cooperation in accordance with the provisions of the Act on the Provision of Tourism Services: Ministry of Tourism and Sport, Prisavlje 14, 10 000 Zagreb, e mail: [pravni@mint.hr](mailto:pravni@mint.hr), tel: + 385 1 6169 243.

Contact:

E-mail: [info@shuttle.hr](mailto:info@shuttle.hr)

Tel: 00 385 21 450 444

Fax: 00 385 21 450 444

Mob: 00 385 98 1844 738

## 2. MANNER OF FILING COMPLAINTS

Pursuant to the provisions of the Act on the Provision of Tourism Services, the Traveller/Customer can submit a written complaint in the following manner:

– in person on the request only in the office of the Tourist Agency Shuttle d.o.o. at the address Ruđera Boškovića 15 – Kaleta 1, 21 000, Split, Croatia and on the website of the Agency at <https://shuttle.hr/>

– by post to the following address: Turistička agencija Shuttle d.o.o. at the address Ruđera Boškovića 15 – Kaleta 1, 21 000, Split , Croatia

– by e-mail: [info@shuttle.hr](mailto:info@shuttle.hr)

When submitting a complaint, the Traveller/Customer agrees to provide SHUTTLE with their personal data, e-mail address or other contact details in order for SHUTTLE to respond in writing to the submitted complaint.

For information on how we process and store your data, please see item 3. Personal Data Protection.

SHUTTLE shall acknowledge the receipt of the submitted complaint without delay and shall respond to the complaint in writing within 15 days upon receipt thereof.

## 3. PERSONAL DATA PROTECTION

SHUTTLE shall collect, process and store your personal data in accordance with the General Data Protection Regulation – GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), which has applied directly in the Croatian legislation since 25 May 2018.

For General Data Protection Regulation (GDPR) [click here](#).

For SHUTTLE's Personal Data Protection Policy [click here](#).

The Traveller/Customer shall disclose their personal data voluntarily. Personal data disclosure is

required for the performance of requested services and is to be used for future mutual communication (e.g. letter of intent, payment instructions, services performance notice, questionnaires etc.).

The Tourist Agency Shuttle d.o.o. undertakes to disclose the Traveller's personal data only to partners participating in the performance of the agreed services (e.g. accommodation providers, carriers, guides and others) and not to export or forward the personal data to third parties.

SHUTTLE d.o.o. uses databases to store the personal data of the Traveller/Customer in accordance with the decision on the manner of collecting, processing and storing of personal data adopted by the management of the Tourist Agency SHUTTLE d.o.o. .

The Tourist Agency SHUTTLE d.o.o. reserves the right to use the personal data of the Traveller/Customer for marketing purposes (e.g. sending notifications, campaigns, promotions, newsletters etc.). The Traveller / Customer can unsubscribe at any time by using the link "Unsubscribe" at the bottom of each e-mail or by sending a request to [info@shuttle.hr](mailto:info@shuttle.hr).

A complaint pertaining to the personal data processing for marketing purposes shall have no effect on negotiating and/or performing of requested services.

#### 4. CANCELLATION TERMS

4.1 Cancellation terms for package travel see item 5.4.8.

4.2 Cancellation terms for hospitality, day trip or transfer services (hereinafter: services)

If the Customer wishes to cancel the service following the confirmation of the purchase\* of a hospitality, day trip or transfer service (\* purchase is deemed confirmed following the payment of the amount stated in SHUTTLE's offer unless otherwise specified in the contract/offer) and prior to the start of the service, they have to notify SHUTTLE d.o.o. of their decision in writing ( via e-mail or SMS/Viber/WhatsApp) i.e. in person in the SHUTTLE d.o.o. office if the service was purchased in the office of the Agency.

SHUTTLE d.o.o. shall determine the cancellation fee to be charged to the Customer, counting from the day of the receipt of a written cancellation notification, as follows:

– up to 72 hours prior to the start of the service: 0 % of the total service price – between

71 and 24 hours prior to the start of the service: 30% of the total service price – within

24 hours including no-show: 100% of the total service price

The stated terms shall be applied unless otherwise provided for in the contract/offer. In this case, the terms stated in the contract/offer shall prevail.

In case of force majeure (riots, wars, strikes, terrorism, risks to human health, weather conditions and / or natural disasters, interventions of competent authorities, etc. based on the Decision on the entry into force of extraordinary circumstances made by local authorities in the destination organized accommodation in a package deal, and in case of influence of extraordinary circumstances on the transport to that destination, the carrier with whom the transport service has been

contracted), SHUTTLE doo will offer the Customer an alternative arrangement regarding the schedule / content of the service. If the Buyer rejects the proposed alternative arrangement, in case of extraordinary events that could not have been foreseen at the time of purchase of the service, SHUTTLE d.o.o. will refund all payments to the Customer in full and the service will be canceled. Apart from the refund, the Buyer has no other claims against SHUTTLE d.o.o. SHUTTLE d.o.o. is not responsible for any additional costs incurred by the User as a result of purchasing the service.5. GENERAL TERMS AND CONDITIONS OF PACKAGE TRAVEL CONTRACTS – Key rights in accordance with the Act on the Provision of Tourism Services (.pdf)

## 5.1. General provisions

5.1.1. These General Terms and Conditions contain the important information which the package organiser, Tourist Agency SHUTTLE d.o.o.- Ruđera Boškovića 15 – Kaleta 1,21000 Split / Personal Identification Number /OIB/: 96166404601 (hereinafter: the Organiser) undertakes to provide to Travellers in accordance with the Act on the Provision of Tourism Services and they form an integral part of a package travel contract.

5.1.2. These General Terms and Conditions shall apply only to package travel which the Agency organises, and they shall not be applied in cases in which the Agency acts as an agent and/or a seller of services of other tourist agencies. In this case, the responsible organiser of the package shall be listed in the contract and their terms and conditions shall apply to the provided services. The Agency shall make those terms and conditions available to the contracting party.

5.1.3. In case of any discrepancy between the provisions of the contract and / or the travel programme and these General Terms and Conditions, the provisions of the contract i.e. the travel programme shall prevail. In case of any discrepancy between the provisions of the contract and the travel programme, the provisions of the contract shall prevail.

5.1.4. The Traveller must carefully study the content of these General Terms and Conditions and standard information for package travel contracts as set forth in the corresponding annexes to the Act on the Provision of Tourism Services before accepting the contract. The Traveller cannot invoke the scope of the information in these documents and the time required to familiarize themselves with them as the reason for not having studied them adequately.

5.1.5. "Traveller" means any person who is seeking to conclude a package travel contract, or is entitled to travel on the basis of a package travel contract concluded. The Traveller who enters into a package travel contract undertakes to familiarize all persons who are entitled to travel pursuant to the concluded contract with the rights and obligations stemming from the provisions of the travel contract and with all additional information they receive directly from the Organiser's representatives or via e-mail.

5.1.6. During registration, the Traveller who is booking a package undertakes to provide the Organiser with all information, and also documents if necessary for all travellers who will be using the services stipulated in the package, which is necessary for the implementation of a package travel (identification documents and/or data contained in the identification documents, vaccination records, information on health condition, habits and other limitations which might have an effect on the implementation of the subject package travel). The Organiser shall not be held liable for any consequences and costs incurred due to the lack of information that had to be provided to the Organiser and/or delivery of false information as the provision of such information is the sole responsibility of the Traveller who has booked the package travel.

5.1.7. The Traveller who is booking the package warrants that they are authorised on behalf of other

travellers who will be using the package travel services to provide the Organiser with their documents, personal data and other information which is necessary for the Traveller to enter into a package travel contract on their behalf.

5.1.8. The Traveller undertakes to, in a timely manner and prior to the start of the package travel, meet all requirements of the country of destination in relation to passport and visa requirements and health condition formalities set forth in pre-contractual information, and during the package, to have all necessary travel documents including corresponding health certificates and to submit them to competent officials for examination.

5.1.9. In case of loss of travel documents or violation of foreign, customs or other regulations of the country of destination, the Organiser will provide the Traveller with appropriate assistance as set forth in the provisions of applicable regulations for travellers in difficulty, and the Traveller is obliged to bear the costs of such assistance and all travel costs necessary for the continuance of the package travel or repatriation.

5.1.10. Pursuant to the provisions of the Act on the Provision of Tourism Services, the Organiser shall assume all responsibilities stemming from the combination and sale of at least two different types of travel services in a package travel regardless of whether the contract is concluded for all travel services in a package travel as a whole or whether the package travel is organised within separate contracts for individual travel services.

5.1.11. Travel services that the Organiser can combine within a single package travel include primarily carriage of passengers, accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes, rental of cars, other individually powered motor vehicles with at least four wheels and a speed over 25 km/h or motorcycles requiring category A driving licence. Travel services shall also include other tourist services provided they are not intrinsically part of previously listed services.

5.1.12. The combination of a single transport, accommodation or rental service with one or several other tourist services shall not be considered a package if other tourist services do not account for 25 % or more of the value of the combination, are not advertised as or otherwise represent an essential feature of the combination or are selected and purchased only after the commencement of the execution of a transport, accommodation or rental service.

5.1.13. The provisions of these General Terms and Conditions shall not be applied to combinations of travel services which are not used for the purpose of that trip or holiday, trips lasting less than 24 hours unless overnight accommodation is included and unless they are purchased on the basis of a general agreement for the arrangement of business travel.

5.1.14. Terms used in this document with gender meaning refer to both genders equally.

5.2 Rights, obligations and responsibilities of Package Organisers and Travellers for the performance of travel packages and the manner of submitting complaints

5.2.1. The Organiser is responsible for all travel services included in a package travel contract, irrespective of whether those services are to be performed by the Organiser or by other travel service providers.

5.2.2. If there is any lack of conformity of a travel service included in the package travel contract, the Traveller must inform the Organiser of it without undue delay.

5.2.3. If any of the travel services is not performed in accordance with the package travel contract, the Organiser must remedy the lack of conformity at the request of the Traveller, unless it is impossible to do or unless it entails disproportionate costs in respect to the extent of the lack of conformity and the value of the travel services affected.

5.2.4. If the Organiser fails to remedy the lack of conformity due to reasons stipulated in the previous item of these General Terms and Conditions, the Traveller shall be entitled to a price reduction and compensation in accordance with the provisions of these General Terms and Conditions which govern the right to price reduction and compensation of damages.

5.2.5. If the Organiser fails to remedy the lack of conformity within a reasonable period set by the Traveller, the Traveller may remedy the lack of conformity themselves and be entitled to reimbursement of the necessary expenses. The Traveller is not required to set a reasonable period for the Organiser if the Organiser refuses to remedy the lack of conformity or where immediate remedy is required.

5.2.6. If the Organiser is unable to provide a significant proportion of the travel services as agreed in the package travel contract, the Organiser must offer, at no extra cost to the Traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract for the continuation of the package, including where the Traveller's return to the place of departure is not provided as agreed.

5.2.7. Where the proposed alternative travel arrangements result in a package of lower quality than that specified in the package travel contract, the Organiser must grant the Traveller an appropriate price reduction.

5.2.8. The Traveller is entitled to reject any proposed alternative arrangements but only if they are not comparable to the arrangements that were agreed in the package travel contract, or the price reduction granted is inadequate.

5.2.9. If any lack of conformity substantially affects the performance of the package and the Organiser fails to remedy the lack of conformity within the reasonable period set by the Traveller, the Traveller may terminate the package travel contract without paying a termination fee and, where appropriate, is entitled to a price reduction and/or compensation for damages in accordance with the provisions of these General Terms and Conditions.

5.2.10. If the Organiser is unable to make alternative arrangements, or the Traveller rejects the proposed alternative arrangements in accordance with the provisions of these General Terms and Conditions, the Traveller is, where appropriate, entitled to a price reduction and/or compensation for damages in accordance with the provisions of these General Terms and Conditions that regulate the right to price reduction and compensation of damages.

5.2.11. If the package includes the carriage of passengers, the Organiser must also, in the cases referred to in the previous two items of these General Terms and Conditions, provide repatriation of the Traveller with equivalent transport without undue delay and at no extra cost to the Traveller. The Organiser shall bear any additional costs.

5.2.12. If the Organiser is unable to ensure the Traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the Organiser must bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three

nights per Traveller. Alternatively, where a longer period is specified in EU passenger rights legislation applicable to the relevant means of transport for the Traveller's return, the Organiser must bear the cost for the period specified in that legislation.

5.2.13. The limitation of costs referred to in the previous item of these General Terms and Conditions shall not apply to persons with reduced mobility, as defined in Article 2, item (a) of Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26. 7. 2006) and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the Organiser has been notified of their particular needs at least 48 hours before the start of the package.

5.2.14. The Organiser's liability may not be limited by reason of unavoidable and extraordinary circumstances under the provisions of these General Terms and Conditions if the relevant transport provider may not rely on such circumstances under the applicable EU passenger rights legislation.

5.2.15. The Organiser must offer the Traveller an appropriate price reduction for any period during which there is a lack of conformity, unless the Organiser proves that the lack of conformity is attributable to the Traveller.

5.2.16. The Organiser must offer the Traveller, without undue delay, appropriate compensation for any damage that the Traveller sustains as a result of any lack of conformity, irrespective of the price reduction or contract termination.

5.2.17. The Traveller is not entitled to compensation for damages if the Organiser can prove that the lack of conformity is attributable to the Traveller or a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable due to unavoidable and extraordinary circumstances.

5.2.18. The Organiser shall limit in advance the amount of compensation as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence by the Organiser and it does not amount to less than three times the total price of the package.

5.2.19. Insofar as international conventions binding for the European Union or legislation based on such conventions limit the extent of, or the conditions under which, compensation is to be paid by a provider carrying out a travel service that is part of a package, the same assumptions, limitations and exclusions are to apply to the Organiser in an appropriate manner, and may be invoked with respect to the Traveller.

5.2.20. The Traveller's right to compensation or price reduction set forth in the Act on the Provision of Tourism Services and international conventions does not affect the rights of Travellers under Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 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, and repealing Regulation (EEC) No 295/91; Regulation (EU) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations; Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 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 24 November 2010 concerning the right 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 16 February 2011 concerning the rights of passengers in bus and coach

transport and amending Regulation (EC) No 2006/2004.

5.2.21. The Traveller may file a request for price reduction and/or compensation of damages in accordance with the Act on the Provision of Tourism Services and in accordance with international conventions and regulations from the previous item of the General Terms and Conditions hereof.

5.2.22. Compensation or price reduction granted under this Act and the Regulations and international conventions under item 5.2.20 of these General Terms and Conditions shall be deducted from each other in order to avoid overcompensation and/or excessive price reduction.

5.2.23. The statute of limitations on the Traveller's right to request price reduction under the provisions of the Act on the Provision of Tourism Services which regulate the rules for alteration of package travel contracts prior to the start of the package, performance of the package, price reduction and compensation of damages is two years. The statute of limitations shall commence on the first day after the day on which the package travel should have ended as per contract.

5.2.24. The Organiser must provide appropriate assistance to the Traveller in difficulty without undue delay, especially where it is impossible to ensure the Traveller's timely return to the place of departure because of unavoidable and extraordinary circumstances in accordance with the travel package contract. This includes providing appropriate information on health services, local authorities and consular assistance, assisting the Traveller in establishing distance communications and helping the Traveller to find alternative travel arrangements.

5.2.25. The Organiser may charge a fee for such assistance if the difficulty is caused intentionally by the Traveller or through the Traveller's negligence, but the fee must be reasonable and must not exceed the actual costs incurred by the Organiser.

5.2.26. The central contact point for administrative cooperation with central contact points of other contracting parties to the Treaty on the European Economic Area with regard to insolvency protection applicable to the Organiser is: Ministry of Tourism and Sport of the Republic of Croatia, Prisavlje 14, 10000 Zagreb, [pisarnica@mint.hr](mailto:pisarnica@mint.hr), +385 1 6169 111.

5.2.27. Pursuant to the provisions of the Act on the Provision of Tourism Services, the Traveller is entitled to submit written complaints in person in the office of the Tourist Agency SHUTTLE d.o.o. at the address Ruđera Boškovića 15 – Kaleta 1, 21000 Split, Croatia, only on request or via website <https://shuttle.hr>, by post to the address: Turistička agencija SHUTTLE d.o.o. Ruđera Boškovića 15 – Kaleta 1, 21000 Split, Croatia or e-mail [info@shuttle.hr](mailto:info@shuttle.hr)

The Organiser shall acknowledge the receipt of the submitted complaint without delay and shall respond to the complaint in writing within 15 days upon receipt thereof.

5.2.28. For services purchased online, the Traveller can submit a complaint to an official body authorised for alternative consumer dispute resolutions through the online platform at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HR>

5.2.29. Prior to the start of the package travel, the Traveller may transfer a package travel contract to another person who satisfies all the conditions applicable to that contract. The original Traveller must give the Organiser notice of the transfer, on a durable medium, at least seven days before the

package starts.

5.2.30. The transferor of the package travel contract and the transferee are jointly and severally liable for the payment of the balance due and any additional fees, charges or other costs arising from the contract transfer.

5.2.31. The Organiser must inform the transferor of any additional fees, charges or other costs arising from the transfer of the package travel contract and must provide proof of those costs. The transfer costs must not be unreasonable and must not exceed the cost incurred by the Organiser as a result of the transfer.

5.3 Characteristics of travel services, payment instructions, passport and visa requirements, health formalities, liability insurance and security (bond)

5.3.1. The Organiser shall entrust the transport of Travellers to a carrier licensed in compliance with special regulations governing individual types of transportation. The features of the means of transport shall form an integral part of pre-contractual information.

5.3.2. Unless otherwise stipulated in the pre-contractual information, the Organiser shall, for each group package travel, provide a tour manager (escort) for each group of 15 to 75 travellers who shall provide their services in Croatian language. For the provision of tourist guide services within package travel, the Organiser shall use the services of licensed tourist guides who shall interpret in Croatian language, and for travelling abroad, the services will be provided in the official language of the tourist destination or the English language with consecutive translation by the tour manager into Croatian language, unless otherwise explicitly stated in the pre-contractual information.

5.3.3. All other tourist services use of which depends on effective verbal communication shall be provided in Croatian or English language, unless otherwise explicitly stipulated in the pre-contractual information.

5.3.4. Unless otherwise explicitly stipulated in the pre-contractual information, the tourist services included in the package travel are generally not suitable for persons with reduced mobility. At the request of the Traveller, the Organiser will also provide more precise information on the suitability of the trip or holiday taking into account the Traveller's needs.

5.3.5. The package travel can be paid via bank transfer to the Organiser's transaction account, based on the payment offer and within the time-limit specified therein

5.3.6. The general information on passport and visa requirements of the country of destination, the approximate visa processing time and the information on the health formalities of the country of destination indicated in the pre-contractual information shall apply exclusively to the citizens of the Republic of Croatia. If this information is not specifically indicated in the pre-contractual information, it means that for the citizens of the Republic of Croatia there are no special requirements for the country of destination other than the possession of a valid identity card.

5.3.7. In case a Traveller who is not a Croatian citizen intends to use the package travel services, they are obliged to inform the Organiser thereof before concluding the contract, in order to obtain general information on passport and visa requirements, including approximate visa processing time and the information on the health formalities of the country of destination.

5.3.8. Pursuant to the Act on the Provision of Tourism Services, the Organiser shall provide the Traveller with a possibility to conclude, directly or via Organiser as an agent, with a third party acting as an insurance company a travel insurance against accidents and illness, damage and loss of luggage, voluntary health insurance for travel and stay abroad, cancellation insurance and insurance covering costs of assistance and return of travellers to the place of departure in case of illness or accident. Information on the content of the subject insurance policies and the link to the insurance company's general terms and conditions is available on the following websites: <https://www.triglav.hr/osiguranja/osiguranje-za-fizicke-osobe/putna-osiguranja>. Unless otherwise explicitly stated in the contract, the prices of listed insurance policies are not included in the travel package price.

5.3.9. Insolvency security (bond) is entered into with Triglav Osiguranje dd, Personal Identification Number /OIB: 29743547503, under policy number 990007063888. If security activation is required, the Traveller shall contact the security issuer directly, either in person at the address Antuna Henza 4,10000 Zagreb, by e-mail [prituzbe@triglav.hr](mailto:prituzbe@triglav.hr) or by calling the Triglav Osiguranje Customer Service on +385 800202080.

5.3.10. The Organiser has concluded a liability insurance contract for damage incurred by the Traveller due to non-fulfilment, partial fulfilment or irregular fulfilment of obligations related to the package travel with Triglav Osiguranje dd, Personal Identification Number /OIB: 29743547503, under policy number 990007063887. If security activation is required, the Traveller shall contact the security issuer directly, either in person at the address Antuna Henza 4,10000 Zagreb, by e-mail [prituzbe@triglav.hr](mailto:prituzbe@triglav.hr) or by calling the Triglav Osiguranje Customer Service on +385 800202080.

5.3.11. The Organiser SHUTTLE d.o.o.- Ruđera Boškovića 15 – Kaleta 1, 21 000, Split, Hrvatska Personal Identification Number /OIB/: 96166404601 has set up its own service which allows the Traveller to quickly contact the competent staff of the Organiser and effectively communicate the need for assistance if they find themselves in distress or to report any non-compliance encountered during the performance of the travel package. Unless otherwise explicitly stated in the contract, the Traveller can contact the Organiser in the following manner: mobile phone: 00 385 98 1844 738 or e mail [info@shuttle.hr](mailto:info@shuttle.hr).

5.3.12. Should the package travel contract involve accommodation for a minor unaccompanied by a parent or other authorised person, direct contact with the minor or the person responsible for the minor at the place of stay of the minor is made by contacting the Organiser's service from the previous item of these General Terms and Conditions (5.3.14.), which provides assistance to the Traveller in difficulty and reporting of lack of conformity.

#### 5.4 Contract conclusion, documentation delivery, amendments and termination of contract

5.4.1. Every pre-contractual information that the Organiser has provided to the Traveller forms an integral part of the package travel contract, and the Organiser reserves the right to change it before the conclusion of the contract and inform the Traveller of such changes in a clear, comprehensible and prominent manner.

5.4.2. At the conclusion of a package travel contract, or immediately following the conclusion of the

contract, the Organiser shall either deliver a copy of the contract in electronic form via e-mail to the Traveller or store the copy on their removable data storage medium. If a package travel contract is concluded in the office of the Organiser in the presence of both contracting parties, the Organiser shall, at the request of the Traveller, issue a copy of the contract in written form.

5.4.3. No later than 3 days before departure, the Organiser shall deliver to the Traveller's e-mail address the information pertaining to estimated departure times and, if necessary, the registration deadline, as well as the estimated times for stops, traffic connections and arrival, including the information on the place and manner of collection of the required receipts, vouchers and tickets if they cannot be e-mailed. If the Traveller has not received the required information within the stated time-limit or if, for any reason, the Traveller cannot access their e-mail, they shall notify the Organiser as soon as possible so the Organiser can deliver this information to the Traveller in a different manner.

5.4.4. The Organiser reserves the right to, prior to the start of the package arrangement, unilaterally modify the other terms of the package travel contract in case of a minor change that will not affect the main features of the package, reduce the quality or value of the travel services or cause significant inconvenience or additional costs to the Traveller. The Organiser shall email the Traveller with an appropriate notification of any changes that are considered insignificant.

5.4.5. If, prior to the commencement of a package travel, the Organiser is forced to significantly modify any of the key characteristics of the travel services or if they fail to meet the special requirements of the Traveller as set forth in the contract, they shall send an appropriate notification to the Traveller via e-mail. This notification shall include information on the proposed changes, their impact on the package price and any substitute travel package, a reasonable period within which the Traveller must inform the Organiser of their decision whether to accept the proposed changes or the substitute package or not, as well as the consequences stemming from the Traveller's failure to respond within that period or rejection of changes.

5.4.6. At the time of the conclusion of a contract or no later than 5 working days from the conclusion of a contract, the Traveller undertakes to pay at least 30 % of the package travel price, and the remaining amount is due no later than 14 days prior to departure unless otherwise specified in the pre-contractual information. If a contract is concluded for a period shorter than the agreed period for the payment of the remaining amount, the Organiser reserves the right to demand the payment of the price in full at the time of the conclusion of a contract.

5.4.7. For each trip within a group package travel, the Organiser shall indicate the minimum number of persons required for organisation of a package travel in the pre-contractual information. If the number of persons enrolled for the package is smaller than the minimum number stated in the pre-contractual information, the Organiser reserves the right to terminate the package travel contract before the start of the package, and inform the Traveller no later than twenty days before the start of the package in the case of trips lasting more than six days; no later than seven days before the start of the package in the case of trips lasting between two and six days; and 48 hours before the start of the package in the case of trips lasting less than two days.

5.4.8. After the conclusion of the contract and prior to the commencement of the package, the Traveller may cancel the package, i.e. unilaterally terminate the contract by delivering a written notification to the Organiser. In this case, the Organiser shall charge a standardised termination fee to the Traveller, in the amount which is defined depending on the date on which the Organiser has received a written termination notification, unless otherwise provided for in the pre-contractual information, as follows:

- between 60 and 31 days before the start of the package: 10% of the total price of the package,
- between 30 and 14 days before the start of the package: 30% of the total price of the package,
- between 14 and 7 days before the start of the package: 70 % of the total price of the package,
- between 6 and 0 days before the start of the package: 100 % of the total price of the package,
- no show: 100 % of the total price of the package

The Organiser must provide a justification for the amount of the termination fee if the Traveller so requests. The Organiser has the right to charge a termination fee to the Traveller regardless of the Traveller's reason for termination, unless where the Traveller is entitled to contract termination due to the breach of contract on behalf of the Agency. Notwithstanding the previous provision, the Traveller may terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package or which significantly affect the carriage of passengers to the destination. In assessing the level of impact of extraordinary circumstances on the fulfilment of package arrangements or transport of travellers to the destination, the assessments of the competent public authorities in the tourist destination and of the carrier will be taken into account.

5.4.9. If the Traveller has concluded a travel cancellation insurance policy (see item 5.3.8) with an insurance company directly or through the Organiser, the Traveller shall be entitled to a refund of cancellation fee payments from the insurance company solely under the terms and conditions of the insurance policy. All terms and time-limits for the refund of payments for cancellation fees, shall be directly agreed between the insurance company and the Traveller, and the Organiser shall not be held liable for any lack of acknowledgment of the claim or any objections that the insurance company might have to the Traveller's claim for refund, even if the Traveller has concluded the insurance policy with the insurer through the Organiser acting as an agent.

5.4.10. The Organiser may terminate the package travel contract and provide the Traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if the Organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances. In this case, the Organiser shall notify the Traveller of the termination of the contract without undue delay via e-mail before the start of the package.

## 5.5 Special rules related to COVID-19

5.5.1. The Contractor and the Passengers are acquainted with and fully understand: a) that the

World Health Organization (WHO) on 11.03.2020. declared the Covid-19 a pandemic.

b) that Covid-19 is a contagious and dangerous disease that can cause serious health consequences, including the death of an infected person.

c) that persons infected with Covid-19 do not have to immediately show symptoms characteristic of this disease, and some of them do not develop symptoms at all.

d) that various binding measures have been taken worldwide to combat and prevent the spread of Covid-19, such measures may be taken by supranational, national, federal, regional or local authorities, and may include a total or partial ban on travel in certain locations, a ban or restriction on entering or leaving a particular country, region or any other area, an obligation to present a recent negative Covid-19 test and / or evidence of Covid-19 vaccination and / or a certificate of Covid-19 on entering or leaving the country, region or any other area or undertaking certain activities (e.g. flying), mandatory quarantine or self-isolation when entering or leaving the country, region or any other area, obligation to wear protective masks, obligation to measure body temperature when entry into certain locations or events and a ban on access by persons with elevated body temperature, obligation to disinfect hands or feet on certain occasions, social distancing, complete closure or limited working hours, range of services or number of visitors to public or natural sites, government services, shops or restaurants, cancellation of public events (such as concerts or sporting events) ) or their maintenance without spectators or with a limited number of spectators, etc.

e) that such mandatory measures are subject to change, i.e., that milder but also more stringent measures may enter into force at any time.

f) in addition to such mandatory measures, some States publish non-binding recommendations to avoid travel to certain jurisdictions and regions that are also subject to change.

g) that it is possible that due to Covid-19 some carriers (e.g., airlines, bus carriers, etc.) have introduced, or will introduce, special measures and restrictions that are also subject to change.

5.5.2. Considering that the Contracting Authority and the Passengers are fully aware and aware that they are taking the trip at the time of Covid-19 and related risks (including the above risks), the Contracting Authority and the Passengers fully accept the following:

a) Mandatory Covid-19 measures and restrictions in force or may come into force at the destination of the trip (such as complete closure or limited working hours, range of services or number of visitors to public or natural sites, government services, shops or restaurants, cancellation of public events such as concerts or sporting events or holding them without spectators or with a limited number of spectators, etc.) do not have a significant impact on the satisfaction of the Traveler, and the Agency does not bear any responsibility towards the Contractor or the Travelers on that basis. The Agency and the Passengers are obliged to always adhere to all such binding measures and restrictions.

b) The Contractor and the Passengers shall ensure that each Passenger complies with all Covid-19 measures imposed by any competent authority or service provider for arrival or departure from the travel destination, access to any event and location involved in the trip, and access to any transport

means (e.g. aircraft, vessel, etc.) whether or not the transport involved in the trip, including the obligation to obtain and present a recent negative Covid-19 test and / or evidence of vaccination against Covid-19 and / or Covid-19 medical certificate, and the Agency does not bear any responsibility towards the Contracting Authority or the Passengers on that basis.

c) If any of the Passengers is positively tested for Covid-19 after concluding the Contract, or has been imposed a self-isolation measure, or has been in close contact with a person positively tested for Covid-19, the Contracting Authority shall immediately notify the Agency in writing. If this happens within 14 days before the start of the trip, and the Agency, taking care to prevent the spread of Covid-19, reasonably decides that the said Traveler poses a security risk to other persons on the trip and therefore must not travel, the Agency will without delay inform the Contracting Authority. In that case, it is considered that the Contract for the said Traveler has been terminated by the Traveler with the obligation to pay the termination fee by the Contractor under these General Terms and Conditions, and the Contractor and Passengers will not have any claims against the Agency.

d) Although the Agency will, whenever reasonably possible, implement internal policies and measures to reduce the risk of Covid-19 spreading, the Agency cannot guarantee or guarantee that any of the Travelers will not be infected with Covid-19 or another contagious disease, and the Agency shall not be liable if any of the Passengers become infected with Covid-19 or any other contagious disease. A passenger who becomes infected with Covid-19 on the trip will not be able to continue the trip. The Contractor and the Travelers agree that the Agency will provide appropriate assistance to such Traveler in this case, by providing appropriate information on health services, local authorities and consular assistance and assisting in establishing long-distance communication and finding alternative travel arrangements, missed transport arrangements, any additional accommodation that the Traveler may need, or any other costs, consequences, or damages on that basis.

e) Unilateral termination of the Contract by the Contractor or any Passenger is subject to payment of termination fee under these General Terms and Conditions by the Contractor if given for any of the following reasons, regardless of whether this reason already existed at the time of the Contract or occurred after the conclusion of the Agreement: (i) the obligation to present a recent negative Covid 19 test and / or evidence of Covid-19 vaccination and / or confirmation of Covid-19 illness when entering or leaving a country, region or any other area; or when undertaking an activity (eg flying an airplane), (ii) mandatory quarantine or self-isolation measures when entering or leaving a country, region or any other area, (iii) measures restricting the Traveler's activities and freedom of travel (such as obligations to wear protective masks, obligations to measure body temperature when entering certain locations or events, and a ban on access by persons with disabilities body temperature, obligations to disinfect hands or feet on certain occasions, social distancing, total closure or limited working hours, range of services or number of visitors to public or natural sites, government services, shops or restaurants, cancellation of public events such as concerts or sporting events or their maintenance without spectators or with a limited number of spectators, etc.), (iv) non-binding recommendations of the authorities to avoid traveling to certain countries, regions or areas due to Covid-19, (v) changes in conditions and timetable of carriers related to arrival or departure of the Traveler from the destination of the trip, (vi) Covid-19 contracted by the Traveler or any of his relatives or the obligation of self-isolation imposed on any of them due to close contact with an infected person.

f) The Agency recommends that the Contractor and the Passengers take out insurance to cover the risks associated with Covid-19. If the Contractor or the Passenger contracts such insurance, the conditions of the contracted insurance policy shall apply to their rights towards the insurer.

## 5.6 Final provisions

5.6.1. The general information on the Organiser, the competent supervisory body and the central point of contact for administrative cooperation pursuant to the provisions of the Act on the Provision of Tourism Services is available on the Organiser's website <https://shuttle.hr> and in item 1 of the General Terms and Conditions hereof.

5.6.2. If a package travel contract was delivered to the Traveller in written form, it shall be legally binding if it is signed by both parties, i.e. once the Traveller booking the package delivers all necessary data about each traveller and clearly consents to the contractual information provided by e-mail, through online package sales interface, by fax or other means of distance communication. The Traveller is solely responsible for the accuracy of provided contact data (address, e-mail) that the Organiser will use for sending notifications to the Traveller. The Traveller is required to inform the Organiser without delay of any change of the contact data for the receipt of notifications.

If, after receiving all contractual information and providing all necessary information on other travellers, the Traveller booking the package has made payment to the transaction account of the Organiser, the contract shall be deemed concluded without the need for an additional explicit statement from the Traveller.

5.6.3. The package travel contract shall be legally binding after the Organiser receives the agreed amount in full or in part within the stipulated deadline and the remaining amount within deadline and in a manner specifically provided for in the contract.

5.6.4. If a dispute could not be resolved amicably or via alternative consumer disputes mechanisms, the applicable law and the jurisdiction of the court shall be agreed by reference to the registered seat of the Organiser, and the legislation of the Republic of Croatia shall apply.

5.6.5. Pursuant to the special act on alternative consumer dispute resolutions, the available mechanisms for alternative consumer disputes resolutions provide for initiation of proceedings for alternative consumer disputes resolutions before a competent body for alternative consumer disputes resolutions for the Organiser or via an online platform for consumer disputes resolutions for services purchased online.

5.6.6. The competent authority for alternative consumer disputes resolutions for the Organiser is the Mediation Centre at the Croatian Chamber of Trades and Crafts (Centar za mirenje pri Hrvatskoj gospodarskoj komori), Rooseveltov trg 2, 10 000 Zagreb <https://www.hgk.hr/centar-za-mirenje/ocentru-za-mirenje>

5.6.7. These General Terms and Conditions shall supersede all previously issued general terms and conditions of the Agency pertaining to package travel, and shall enter into force on the day of their publication on the Organiser's website, i.e. 07 January 2020. The Organiser undertakes to inform the Traveller of these General Terms and Conditions in an appropriate manner prior to the conclusion of package travel contracts.

The provisions of the general terms and conditions that were in force at the time of the conclusion of

a contract shall apply to all package travel contracts that were concluded prior to the commencement of the application of these General Terms and Conditions.

5.6.8. The Organiser reserves the right to change these General Terms and Conditions at any time by publishing the amended text of the General Terms and Conditions on the Organiser's website, which shall enter into force on the day of its publication.