

E-Tours General Terms and Conditions

Introduction

These General Terms and Conditions for booking and purchasing tourist package arrangements, linked travel arrangements by E-Tours Ltd., and booking and purchasing airline tickets (hereinafter referred to as "General Terms") are an integral part of the program for tourist package arrangements and linked travel arrangements, as well as the Travel Agreement (hereinafter referred to as "Agreement") entered into between the travel agency E-Tours Ltd., located at Ulica Grada Vukovara 5/1, 10000 Zagreb, Croatia, OIB 11578972258, ID code: HR-AB-01-08371546, registered with the Commercial Court in Zagreb, MBS 080371546 (hereinafter referred to as "E-Tours"), and the contracting party (hereinafter referred to as "Traveler"). All data and conditions specified in the program and these General Terms are binding for both E-Tours and the Traveler, unless otherwise stated in the Agreement. Words and terms with gender significance used in these General Terms apply equally to both male and female genders, regardless of their usage.

1. Applications and Contracting

The Traveler can apply for travel organized and offered by E-Tours, or in cases where E-Tours acts as an authorized sub-agent for another travel organizer. Applications can be submitted in person at E-Tours' office, by phone, fax, email, via the internet, or through other authorized agents. Based on the received application, E-Tours will provide the Traveler with a pre-contractual information offer. Upon acceptance, the Traveler pays a deposit, and E-Tours provides the Agreement, which becomes binding once both parties sign it or otherwise clearly confirm their consent (e.g., via the internet, email, or bank transfer). E-Tours reserves the right to withhold services if the appropriate payment is not received within the agreed-upon timeframe. In the case of a paid and confirmed arrangement, any changes to travel dates or travelers are subject to additional charges according to the valid service rates of the travel organizer or service provider.

2. Pre-Contractual Information – travel offers on the website, brochures, flyers, catalogs, and similar materials

E-Tours pays great attention to presenting programs in promotional materials (website, brochures, catalogs, etc.), but occasional irregularities and errors may occur. E-Tours will promptly rectify any such issues. E-Tours is not liable for printing errors, website discrepancies, or subsequent changes in new editions of promotional materials and programs, as the data specified in the Agreement take precedence over promotional material.

Below is the standard information template for travel contracts in package arrangements when E-Tours acts as the travel agency organizer:

When a combination of travel services is offered as a package arrangement within the meaning of the Act on the Provision of Tourism Services, the Traveler has all the rights arising from the provisions of the Act On The Provision Of Tourism Services related to package arrangements. The tourist agency E-Tours is fully responsible for the proper execution of the package arrangement. Additionally, E-Tours, as the travel agency organizer, is legally required to provide a secure guarantee for reimbursing the Traveler's payments. Furthermore, if transportation is included in the package arrangement, E-Tours ensures repatriation of the Traveler in the event of insolvency.

3. Price and Content of the Arrangement

The price of the arrangement includes the services listed in the program under "Price includes" and may also encompass various fees, as specifically indicated in the program. The arrangement price does not cover services that are separately listed in the program under "Price does not include," with a note that some optional services can be pre-arranged and will be documented in the Travel Agreement. E-Tours will promptly inform the Traveler about the existence, price, and any changes in the fee payment regime. Published prices result from contracts between E-Tours and its partners and may not correspond to prices displayed at the destination.

4. Modification of the Agreed Package Arrangement Price

E-Tours has the right to increase the arrangement price if the increase is solely a direct consequence of changes in:

- passenger transportation costs arising from fuel expenses and/or other energy sources.
- taxes and/or service fees related to travel services covered by the contract, determined by third parties not directly involved in the execution of the package arrangement, including tourist taxes, landing fees, or embarkation/disembarkation fees at ports and airports.
- relevant exchange rates for the package arrangement.

E-Tours may unilaterally raise the arrangement price up to a value of 8%, and the Traveler must be informed no later than 20 days before the trip. Any price increase, regardless of the amount, is only possible if E-Tours notifies the Traveler in writing, clearly and comprehensibly, at least 20 days before the start of the package arrangement, providing an explanation and calculation of the increase.

5. Modification of Other Terms in the Travel Contract for the Package Arrangement

Before the start of the package arrangement, E-Tours shall not unilaterally amend the terms of the travel contract for the package arrangement, except for the price in accordance with Article 4 of the General Terms and the Law on the Provision of Tourism Services. Such amendments are permissible only if explicitly provided for in the contract, if the changes are insignificant, and if E-Tours notifies the Traveler clearly, comprehensibly,

and conspicuously on a durable medium about the modification. If E-Tours is compelled to significantly alter any of the main characteristics of the travel services before the start of the package arrangement or cannot fulfill the agreed special requirements of the Traveler, or proposes an increase in the package arrangement price exceeding 8%, the Traveler may, within a reasonable period set by E-Tours, either accept the proposed modification or terminate the contract without paying any termination fees. In case the Traveler terminates the travel contract for the package arrangement, E-Tours is obligated to promptly refund all payments made by the Traveler and, if necessary, provide compensation.

E-Tours reserves the right to change the departure date and/or time due to flight schedule modifications and/or unforeseen circumstances. Additionally, E-Tours may alter the travel direction if conditions change, including but not limited to modified flight schedules, security situations in the country and/or at transfer points and/or the destination, and adverse weather conditions. Such changes will be made without compensation, in accordance with applicable regulations in international transport.

6. Travel Documentation

Final travel documents will be handed to the Traveler or sent via email no later than 3 days before the departure, unless otherwise specified in the program. These final travel documents will include essential information necessary for the smooth execution of the program, as well as contact details at the destination and/or an emergency phone number to be used in urgent situations, along with the agency's contact information. During registration, the Traveler is obligated to provide complete information about all fellow travelers included in the booking. These details must fully align with the information in official documents that passengers are required to carry during the journey, in accordance with the regulations of each individual country. In the event that incorrect information leads to delays, additional costs, and/or disruptions during the trip, the Traveler is solely responsible for all resulting expenses.

7. Categorization and Service Description

The offered accommodation facilities in the programs are described according to the official categorization of the destination country, valid at the time of program issuance. Meal plans, amenities in the accommodation units, and other services offered by hotels/apartments are under the supervision of local tourist authorities. Accommodation and service standards may vary from domestic standards and are not directly comparable.

8. Accommodation in Rooms/Apartments

The room/apartment allocation is determined by the reception of the accommodation facility at the place of stay. Unless the Traveler has explicitly booked a room/apartment with specific features, they will accept any officially registered accommodation unit within the facility described in the catalog and price list. Generally, check-in to the room is not possible before 2:00 PM on the day of service commencement, and check-out is usually required by 10:00 AM on the day of service completion. Arrivals after 7:00 PM must be announced in advance, unless otherwise indicated. The decision regarding early check-in and/or late check-out from the accommodation unit is made independently by the accommodation facility, and E-Tours has no influence over it.

9. Traveler's Right to Terminate the Contract

The Traveler may terminate the travel contract for the package arrangement at any time before the start, subject to payment of an appropriate termination fee for damages:

- a. If the Traveler cancels the travel arrangement to Croatia, E-Tours retains the following amounts from the total arrangement price as compensation for damages:
 - more than 30 days before departure: 30% of the arrangement price, but at least €15
 - from 29 to 22 days before departure: 40% of the arrangement price
 - from 21 to 15 days before departure: 50% of the arrangement price
 - from 14 to 8 days before departure: 80% of the arrangement price
 - from 7 days before departure until the day of departure: 100% of the arrangement price
 - after departure: 100% of the arrangement price

If the Traveler cancels a connected travel arrangement that includes both an airline ticket and accommodation, E-Tours retains 100% of the airfare amount from the total arrangement price as compensation for damages (unless otherwise specified in the airline ticket terms). This applies regardless of the time remaining until the start of the journey. For cancellations of hotels and other services, the conditions under item b) apply, except when the service is reserved under special terms that do not allow for refunds (so-called non-refundable), in which case the service provider retains 100% of the relevant service amount. The cancellation costs mentioned above also apply to changes in departure dates and/or accommodation facilities, as well as changes to room/apartment types and all other significant modifications. When canceling a trip, the cost of obtaining visas and travel documents is not reimbursed. If the Traveler cancels or shortens the trip due to weather conditions, E-Tours will apply the aforementioned provisions, and subsequent claims will not be considered.

If special conditions apply to certain programs and arrangements, E-Tours will specify them during the contracting process, and these conditions will be applicable. The Traveler must confirm any verbal cancellations in writing, either by mail, fax, or email. If the Traveler fails to confirm a verbally communicated cancellation in writing, it will be considered that the trip was not canceled. If the Traveler voluntarily interrupts an ongoing trip, there is no right to compensation for costs incurred due to early return (e.g., if there was no snow at the destination for a skiing trip or if it rained during a summer vacation).



If the actual damage incurred exceeds the amounts specified, E-Tours reserves the right to charge the actual costs, provided that evidence of the real expenses is presented, up to a maximum of 100% of the arrangement price.

If the Traveler fails to make the remaining payment for the total arrangement price or does not secure the documentation necessary for undisputed collection of the total arrangement price up to 30 days before the trip, it will be considered that the Traveler has canceled the reservation without the possibility of a refund of the paid deposit.

The Traveler has the right to terminate the travel contract for the package arrangement before the start of the journey without paying any termination fees in the case of extraordinary circumstances that could not be avoided and significantly affect the execution of the package arrangement or significantly affect passenger transportation at the destination.

10. Travel Insurance

We strongly advise travellers to take out travel insurance covering the costs of accidents or death, treatment of illnesses, transport home and loss or damage of luggage and similar.

11. E-Tours' Right to Terminate the Travel Contract for the Package Arrangement Before the Start of the Package Arrangement

E-Tours may terminate the travel contract for the package arrangement before the start of the package arrangement and fully refund all payments received from the Traveler for the package arrangement, without any obligation to compensate the Traveler for damages, under the following conditions:

- for trips lasting 6 days or more: E-Tours will notify the Traveler of the contract termination within 20 days before the start
- for trips lasting from 3 to 5 days: E-Tours will notify the Traveler of the contract termination at least 7 days before the start
- for trips lasting less than 2 days: E-Tours will notify the Traveler of the contract termination at least 48 hours before the start

Additionally, E-Tours may terminate the travel contract for the package arrangement before the start of the package arrangement and fully refund all payments received from the Traveler for the package arrangement, without any obligation to compensate the Traveler for damages, if extraordinary circumstances arise during the execution of the contract that could not be avoided, and E-Tours informs the Traveler of the contract termination promptly before the start of the package arrangement. In the event of contract termination under this article, E-Tours will promptly refund all payments made in favor of the Traveler, within a maximum of 14 days from the termination of the travel contract for the package arrangement.

12. Travel Documents

Travelers are required to verify whether they meet the entry requirements for the countries they are traveling to, as well as the transit requirements for countries they will pass through. They must possess complete, valid, and current travel documents and/or visas and/or mandatory vaccinations for their journey. Invalid, incomplete, expired, or damaged documents that result in trip cancellation do not have any adverse consequences for E-Tours. However, if E-Tours incurs additional damages due to such oversights by the Traveler, the Traveler is obligated to compensate for them. In the event of lost or stolen travel documents during the trip, the Traveler bears the costs of obtaining new documents. If a visa is required for a specific trip, E-Tours may, if permitted by the visa-issuing authority, assist in obtaining it for an additional fee. E-Tours is not responsible for decisions made by customs, police, aviation, and other authorities that result in the denial of entry to a specific country or countries.

13. Foreign Exchange, Customs, and Health Regulations

Travelers are obligated to comply with foreign exchange and customs regulations, as well as the laws and other subordinate regulations of the Republic of Croatia and other countries they pass through or stay in. The Traveler must inform E-Tours of any facts related to their health, habits, etc., which could impact the course of the journey (for instance, if they require specific types of food due to health or other reasons, suffer from chronic illnesses, allergies, etc.). If, due to such circumstances, the Traveler is unable to follow the program during the trip, they accept the organizer's decision that certain places cannot be visited, and no refund will be sought for non-fulfillment of the contract. In the event that the Traveler's violation of regulations prevents the continuation of the journey, the Traveler bears all resulting costs for themselves, fellow travelers, and E-Tours. Some countries require mandatory vaccinations against specific diseases, and the Traveler is obligated to undergo the necessary vaccinations and possess certificates and vaccination documents.

Information for Travelers Regarding COVID-19

The Traveler is required to stay informed about the current situation and potential restrictions on the route through the [official website of the Ministry of Foreign and European Affairs](#) (MVEP) before purchasing airline tickets, accommodation, or arrangements. Rules related to COVID-19 can change at the last moment. Please verify the current restrictions on the [UNWTO Destination Tracker](#) before traveling.

14. Complaints and Claims

The Traveler must first address any irregularities or complaints directly to the service providers (such as hotels, apartments, transportation companies, tour guides, or representatives of the travel organizer). If the complaint can be resolved on the spot and the Traveler did not immediately report the irregularities to the service provider, it is assumed that the Traveler agrees with the service, thereby forfeiting the right to file subsequent claims for price reduction or damages. E-Tours will not consider complaints if the Traveler has not submitted a copy of the written complaint made

on-site. If, even after the on-site complaint, there is no improvement, the Traveler must request confirmation indicating that the service was not provided as agreed. The Traveler must attach this confirmation to the written complaint. The Traveler is obligated to submit the written complaint within 8 days after the trip's completion via email to etours@etours.hr or by mail to E-Tours d.o.o., Ulica Grada Vukovara 5/1, HR-10000 Zagreb, or in person by delivering the written complaint to an E-Tours agency employee. If the Traveler submits a written complaint after this deadline, E-Tours is not obliged to consider it. E-Tours must provide a written response to the complaint within 14 days of receiving it, but this period may be extended by an additional 14 days for information gathering. During this process, which lasts a maximum of 14 or 28 days from the complaint submission, the Traveler irrevocably waives the involvement of any other person, UHPA arbitration, or other institutions, as well as providing information to the media. Additionally, during this time, the Traveler waives the right to file a lawsuit. The maximum compensation amount per complaint may cover the claimed portion of the services but cannot include already utilized services or the total arrangement price.

The Online Dispute Resolution (ORS) platform is in accordance with the European Union regulation. It allows consumers to submit complaints related to online purchases or resolve consumer disputes for products and services bought over the internet.

The European Union Regulation No. 524/2013 on online dispute resolution applies from January 9, 2016.

As per Article 14(1) of this regulation, traders based in the European Union who engage in online sales are obligated to provide an easily accessible electronic link to the ORS Platform on their websites. The ORS Platform for online consumer dispute resolution started operating on February 15, 2016.

You can access the ORS Platform through this electronic link: [Online Dispute Resolution Platform](#)

15. E-Tours' Obligations

E-Tours is obligated to ensure the execution of services, as well as the selection of service providers, with the due care of a prudent businessperson, and to safeguard the rights and interests of the Traveler in accordance with good practices in tourism. E-Tours must provide the Traveler with all contracted services for a specific arrangement/trip and address any non-performance of services or partial services. E-Tours will fulfill all the aforementioned obligations from its programs/arrangements completely and as described, except in cases of force majeure or changed circumstances. Despite our best efforts, situations such as overbooking in hotels, transportation, or restaurants may occur at the destination/travel location. E-Tours will strive to offer alternative solutions based on the available options. E-Tours will assist the Traveler in difficulties, especially by providing appropriate information about health services, local authorities, and consular assistance, as well as facilitating remote communication and finding alternative travel arrangements. If the Traveler intentionally or negligently causes the difficulty, E-Tours may charge a reasonable fee for assistance, not exceeding the actual costs. E-Tours is obligated to cover the costs of necessary accommodation for a maximum of 3 nights per Traveler when, due to extraordinary circumstances that could not be avoided, it is impossible to arrange the Traveler's return according to the travel contract for the package arrangement. The Traveler has the right to a price reduction or compensation if travel services are not provided correctly.

16. Passenger Obligations

Passengers are required to adhere to behavioral rules within accommodation facilities and transportation vehicles. Their actions should not hinder the smooth progress of the travel program or infringe upon the rights of other passengers utilizing E-Tours services. If a passenger's behavior causes damage to the service provider (such as accommodation facilities or transportation vehicles) or disrupts the regular and uninterrupted execution of the travel program, the passenger must promptly rectify or compensate for such damage. In doing so, the passenger is obligated to cooperate with both the service provider and E-Tours. In cases where a passenger jeopardizes the orderly and seamless conduct of the travel program, E-Tours reserves the right to terminate the journey. In such instances, it will be considered that the trip was terminated at the passenger's request, and E-Tours is not responsible for covering the costs of return to the point of departure. If the passenger involved in the aforementioned situation is a minor or child, the parent or guardian must accept responsibility for the child's return home or personally retrieve the child, at their own expense. Passengers must promptly inform E-Tours of any discrepancies they observe during the fulfillment of travel services covered by the package travel contract. If any travel service is not provided in accordance with the terms of the package arrangement, E-Tours is obliged to rectify the non-conformity upon the passenger's request. Exceptions apply if rectification is impossible or would result in disproportionate costs, considering the impact of the non-conformity on the value of the affected travel services.

17. Insurance for Cases of Payment Incapacity or Bankruptcy of the Travel Organizer

In accordance with the Law on Tourism Services, in the event of payment incapacity or bankruptcy of E-Tours (when acting as a travel organizer), passengers currently on a trip and individuals who have made advance payments for travel organized by E-Tours as the responsible tour organizer should contact the insurer with whom E-Tours has a contracted Package Travel Guarantee Policy: Uniqa Insurance Ltd., Planinska 13a, HR-10000 Zagreb, Tel: +385 1 6324 200, email: info@uniqa.hr; Policy number 45-7002923957.

18. Liability Insurance

Pursuant to the Law on Tourism Services, E-Tours (when acting as a travel organizer) has entered into an agreement with an insurer for liability insurance covering damages resulting from non-performance, partial performance, or improper fulfillment of obligations related to travel. Uniqa Insurance Ltd., Planinska 13a, HR-10000 Zagreb, Tel: +385 1 6324 200, email: info@uniqa.hr; Policy number 11-7002936583.



19. Data Protection

E-Tours commits to respecting the privacy of all its passengers and collects only essential passenger data necessary for travel execution. All passenger data is securely stored and accessible only to employees who require it for their job duties. Both E-Tours staff and business partners are responsible for adhering to privacy protection principles. With passenger consent, this data may be used for further communication and the delivery of marketing messages from the agency. Passengers can independently opt out of marketing activities. E-Tours undertakes to safeguard personal data in its database in accordance with the Law on Personal Data Protection and the General Data Protection Regulation (GDPR).

20. Visual material consent clause during the Meetings and Events

On behalf of the organizer/client, who ordered and contracted technical support in organizing a particular meeting or event from E-Tours, E-Tours together with the organizer/client reserve the right to use any photograph/video taken at the meeting or event organized by E-Tours and ordered by organizer/client, without the expressed permission of those included in the photograph/video. The photograph/video may be used in publications or other media materials produced, used or contracted by organizer/client and E-Tours including, but not limited to, brochures, invitations and webpages. A person attending the event who does not wish to have their image published should make their wishes known to the organizer/clients and/or E-Tours.

21. Final Provisions

These terms and travel instructions are effective as of January 29, 2021, and supersede all previous terms and travel instructions. They comply with EU Directive 2015/2302 of the European Parliament and Council of November 25, 2015, regarding package travel and linked travel arrangements as well as the Act on the Provision of Tourism Services. Passengers commit to attempting to resolve any potential disputes amicably in accordance with the terms. If this is not feasible, disputes fall under the jurisdiction of the court in Zagreb, with Croatian law applied. According to the Law on Tourism Services, passengers may submit proposals for dispute resolution to the body listed as a notified entity for alternative consumer dispute resolution, as regulated by the law governing alternative consumer dispute resolution. For disputes related to the contract, information about authorized bodies for alternative dispute resolution involving the trader, and the platform for online dispute resolution, refer to the provisions of the specific law on alternative consumer dispute resolution. The online platform for resolving consumer disputes is accessible via the following [link](#).

The competent authority overseeing the activities of the travel agency in the provision of tourism services is the State Inspectorate, Tourism Inspection, Šubićeva 29, 10000 Zagreb. Email address: turisticka.inspekcija@dirh.hr.

22. Anti-Corruption Clause

The user undertakes to comply with all applicable national, European, and international rules, as well as E-Tours' relevant policies and procedures related to ethical and responsible behavior. These encompass, but are not limited to, standards concerning human rights, environmental protection, sustainable development, integrity, business compliance, and anti-corruption measures.

Specifically, the user commits to:

- Not provide or offer money or other advantages to any third legal or natural person to obtain preferential treatment or favorable decisions, if such actions contravene regulations or recipient rules. The purpose of such giving should not be to influence decision-making or gain undue advantages in business.
- Ensure, to the best of the user's knowledge, that none of E-Tours' representatives, employees, or their immediate family members hold significant ownership (5% or more) or any other rights or interests in the user's profits (if the user is a legal entity). Additionally, no rewards or commissions will be paid to any E-Tours representatives or employees in connection with this Agreement.
- If the user is also a business partner of E-Tours, refrain from deriving any unfair benefits from this relationship and maintain strict separation between procurement and sales.
- Confirm that the user, contractually associated with E-Tours, has not been officially charged, accused, or convicted, nor has admitted guilt for criminal offenses related to corruption and/or economic crimes.

To ensure compliance with anti-corruption rules during the contract period, the User shall promptly provide E-Tours with all requested information necessary to verify such compliance. Additionally, the User shall notify E-Tours via the email address etours@etours.hr of any known or suspected violations of anti-corruption rules, whether by themselves or third parties, as well as any corrective measures adopted to ensure compliance with anti-corruption rules. In the event of confirmed violations of the provisions of this article, E-Tours reserves the right to suspend service delivery and terminate this contractual relationship with immediate effect.

Business Manager

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