

## Terms & conditions

It is of extreme importance that you read the following booking conditions carefully as they set out our respective rights and obligations. Together with our pricing information and any specific information relating to special offers or late booking offers, they form the basis of your contract with "Zemlja-Voda-Zrak Ltd." further addressed as »Natural Croatia«.

"Natural Croatia" is a brand name of "Zemlja-Voda-Zrak Ltd.", Croatia based adventure travel company, under licence ID: HR-AB-01-080939166.

Full company address:

Zemlja-Voda-Zrak d.o.o., Remete 44d, 10000 Zagreb, Croatia, VAT No. HR73591192979

These terms and conditions are an integral part of the Contract, i.e. voucher concluded between Natural Croatia (Zemlja-Voda-Zrak Ltd.) and customers which book via Natural Croatia.

In these booking conditions, »you«, mean all persons named on the booking (including anyone added or substituted at a later date). »Natural Croatia« means »us«, that is Zemlja-Voda-Zrak d.o.o.travel agency.

### BOOKING AND PAYMENT

All reservations/bookings are made via e-mail stated on Natural Croatia webpage or through Natural Croatia online booking form, as well as at the offices of our partner travel agencies/authorized agents. By payment of a reservation fee, signing a contract, a voucher or a booking form, the customer completely accepts these Terms and Conditions, which he/she has previously carefully studied.

The Client is obligated to provide any information which is required for the reservation process. When you make a booking, you do so, on behalf of yourself and others on whose behalf you have booked. You warrant and guarantee that you have the authority to accept and do accept these Conditions which shall apply to your booking to the exclusion of all other terms and conditions

The first person named on your booking form is the "Lead Name", who must be at least 18 years old. The lead name is responsible for making all payments to us; any payment made by another person named on the booking will be treated as if made by the Lead Name.

The deposit of 50% of the total amount is required at the time of booking. The remaining amount must be paid no later than 32 days prior to the beginning of the service. Although prices might be stated in € (euros) or American dollars (\$), for easier calculation, we will charge you in HRK (Croatian Kuna), please take in account any possible charges that may be applicable due to exchange rate. All reservation fees are to be paid directly to Natural Croatia official company bank account, written on the quote.

Once reservation fee is received, you are going to receive an official Voucher confirming your pre-paid services and all reservations. When full package is pre-paid, you are going to receive a final Voucher confirming all pre-paid services and reservations as stated in the final offer (confirmation statement)

Issuance of our confirmation Voucher is entirely at our discretion and you acknowledge that we have the right to refuse to accept anyone onto any Adventure at our discretion.

If we do not receive all payments due in full and on time, we reserve the right to treat your holiday as cancelled by you. In this case, the cancellation charges shown under "CANCELLATION" will be payable.

The website and brochure are prepared many months before the Adventure(s) commence and although we make every effort to ensure complete accuracy, it is inevitable that some of the prices or details may have changed since the brochure and website containing the Adventure details were printed/created. We will inform you prior to entering into the contract of any changes to the Trip that we are aware of at that time. All information given on the website and brochure is for information purposes only.

Right to price increase and right to cancellation due to price increase

Prices of all tours are in HRK, or stated in € (Euros) or American dollars (\$) for easier presentation (exchange rate fees might exist). Natural Croatia may ask for an increase of the contracted price in case the following occurred after the contract was concluded:

- a change of the exchange rate in relation to the program publication date,
- a change of the transport costs (fuel, road toll, etc.),
- a change in hotels' or carriers' fees.

Natural Croatia can inform customers on the change in writing via e-mail. A customer may cancel the tour free of charge in case a price change exceeding 10% in relation to the contracted one occurs, at the latest within 48 hours after the receipt of the written notice. If the customer fails to cancel the tour within the stated term in writing, we will consider that he/she agrees to the changed price. The published prices are the result of the Natural Croatia's contract with partners and they may not correspond to the prices stated on the spot, at the destination in which the customer is staying.

### SPECIAL REQUESTS

All types of special services (single bedroom, special diet, etc.) must be ordered and paid by the customer during booking. If a customer asks for a special service during the tour, he/she shall pay for it directly to the guide or the Agency representative, in the currency of the respective country.

If you have any special requests, you should inform us of such requests at least 4 weeks prior to departure. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you, if such requests are not met. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

If you or any member of your party has any medical problem or disability, you are required to inform us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements, health and safety considerations and what, if any, reasonable adjustments

are required to be made. In any event, you must give us full details in writing at the time of booking. If any medical problems or disabilities are suffered or arise between the medical declaration being submitted and the departure date, you must notify us immediately.

We reserve the right to decline or cancel a booking without having to pay any compensation if:

- any medical or disability is disclosed to us on the medical declaration form;
  - any medical problem or disability is disclosed to us after the medical declaration form is submitted to us but before the departure date;
- or
- any medical problem or disability is not disclosed to us;

Provided that in our belief such medical problem or disability is likely to endanger your health and safety and/or the health and safety of anyone else participating in the Adventure. We may require you to obtain confirmation from a medical professional that you/the Participant are/is fit to travel. If we reasonably believe that you/the Participant is not sufficiently fit to take part in the Adventure, we may decline or cancel the booking at any time at our complete discretion.

#### EXCLUSIONS

Not included in your adventure are flights, accommodation before and after the adventure personal & other expenses such as tips, laundry, bar bills and services not described in your invoice.

#### CANCELLATION

Cancellations must be in writing – by email. If a customer cancels a booking, Natural Croatia shall keep the following amounts from the full package price:

- up to 40 or more days prior to departure 15%
- 39-30 days prior to arrival 30%
- 29-20 days prior to arrival 60%
- 19-10 days prior to arrival 80%
- 9 – 0 days prior to arrival 100%
- No show 100%

+costs of money transfer (if we need to refund). The stated costs of cancellation shall also apply on changes of the departure date or the type of the accommodation facility, i.e. the type of the room/apartment, as well as on other major changes. An eventual different scale from the stated one is included in a specific program to which it refers. If a customer who cancels the tour finds a new user of the same booking, Natural Croatia shall charge only the costs caused by the replacement, which is the cost of the additional booking fee.

#### CANCELLATION AND CHANGES MADE BY NATURAL CROATIA

The itineraries are subject to change depending on group abilities and preferences, weather conditions, water levels, other acts of God, special events of interest and similar. For client's safety and comfort reasons, Natural Croatia reserves the right to alternate program without prior notice. In case of major changes or cancellations, Natural Croatia will advise the Client as soon as possible.

#### REFUND CLAIMS

If the Client is not satisfied with the accommodation, equipment or service provided he/she should contact Natural Croatia employee (tour leader/guide/representative) immediately in order to find a satisfactory change or replacement. Refund claims will be considered invalid unless Natural Croatia was notified in time. All refund claims must be submitted to Natural Croatia in written, within 8 days of the completion of the Adventure.

If the customer makes a written complaint after the expiry of that term, Natural Croatia is not obliged to take such a complaint into consideration. For resolving of complaints on services abroad, it is obligatory to comply with the rule of reporting the complaint with issuing of the certificate on the very spot, and the deadline for submitting of the complaint.

Natural Croatia is obliged to make a written decision regarding the complaint within 14 days after the receipt of the complaint and it can postpone the term for making the decision about the complaint by another 14 days on account of collecting the information. Natural Croatia shall resolve only such complaints which could not have been eliminated at the very place of the stay.

The maximum amount of compensation per complaint may reach the amount of the advertised part of services, but it may not include the services already used, or the entire package amount.

Should a Client not be satisfied with the manner in which his/her complaint was handled, he/she has the right to judicial arbitration. The Client and Natural Croatia will aim to settle possible law suits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the commercial court of Zagreb jurisdiction, under the authority of the laws of the Republic of Croatia.

#### Natural Croatia IS OBLIGATED TO:

- – take care about the customers' rights and interests in compliance with good practices in tourism.
- – provide to the customer all the contracted services and to provide answers in case of eventual failure to perform services or a part of services.
- – fulfil all the mentioned obligations from its programs completely and as described, except in the event of Force Majeure or changed circumstances. In such cases, Natural Croatia shall offer a substitute solution if that is possible. Natural Croatia is not obliged to provide services beyond these Terms and Conditions.

#### THE CLIENT IS OBLIGATED TO:

- Have valid travel documentation
- Respect and abide by all customs and foreign exchange regulations of the destination country or countries traveling through
- Observe the house rules in hotel/apartment/boat and other facilities, as well as to cooperate with the representative of the organizer and with service providers.
- Advise Natural Croatia of any form of disability or impairment, which may restrict the enjoyment of the Client's Adventure

- Provide the document which confirms payment of service (the voucher, bank receipt or excursion ticket received by mail, e-mail or in person) to the service provider
  - Enquire whether or not he/she requires a visa for country he is travelling into or countries he is travelling through to reach final destination (depends on your Adventure) as well as neighbouring countries if travelling through them is included in the itinerary (NOTE south Croatia travelling might need documents for passing through Bosnia and Hercegovina!).
- If the Client does not follow these regulations, he/she will be held responsible for any expenses or damages.

The Client shall be personally responsible for any damage he/she causes, particularly for the damage arisen as the consequence of failure to observe the contract and these General Terms and Conditions. The customer shall cover the damage he/she caused, immediately at the hotel/apartment reception desk and at another place stipulated by the physical or legal person to which he/she caused the damage.

Whilst the Adventure is in progress Client must (or where a Parent or Legal Guardian has entered into this Contract on behalf of a Participant they will ensure that the Participant will) act at all times in accordance with all reasonable instructions from us and/or the Adventure Leader.

We may exclude you/the Participant from the Adventure or any part thereof at any time (including during the Adventure itself) if we are of the opinion that you (or the Participant) are likely to prejudice the good order, discipline or safety of the Adventure, including as a result of you failing to comply with the Adventure Leader's instructions, breaking any law or regulation of any country where the Adventure takes place or you (or the Participant) fail to adhere to the Adventure Code of Conduct, provided that we exercise our discretion reasonably in this regard. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result of our decision to exclude the you/Participant.

In the event of you/a Participant being excluded from the Adventure under the provisions of this Condition, no refunds will be given and we will not be responsible for and you agree to indemnify us against any costs arising including costs of repatriation e.g. flights and losses or expenses.

#### CLIENT'S INSURANCE

In the process of reservation, Natural Croatia offered You insurance of cancellation, luggage insurance and medical emergencies. Offered insurances cannot be contracted later.

IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE ADEQUATE INSURANCE COVER FOR YOUR ARRANGEMENTS/SPORT ACTIVITIES WITH US AND WE CAN ACCEPT NO RESPONSIBILITY IF YOU FAIL TO TAKE OUT ADEQUATE INSURANCE IN RELATION TO THESE HOLIDAY ARRANGEMENTS.

You MUST provide us with details of your insurance cover (insurers and policy numbers) in case we need to contact them on your behalf. We regret that we can accept no responsibility whatsoever if you fail to provide these details.

Cover would typically include (but not be limited to) medical cancellations, delays, lost luggage, accidents, medical emergencies, theft, accidental loss, sporting accidents & injuries, etc. Any payments to us should be covered under the cancellation clauses of your travel insurance depending on the date you actually take insurance. Please read all the terms and conditions carefully.

#### PROMOTIONAL MATERIALS

By agreeing to these terms and conditions, you/the Participant consent (unless otherwise stated on your application form) to our staff taking photographs and/or video footage of you/the Participant during the Adventure and that these images may be used by us for publicity and training purposes including, but not limited to, in brochures, websites, marketing material and in the media.

#### PERSONAL INFORMATION SECURITY

The Client provides personal information of his/her own free will. Personal information is required for processing requested services. The same information shall be used for inter-communication. Natural Croatia is under obligation that the personal information of the Client will not be taken out of the country or given to a third party except for the purpose of carrying out requested services. The exception of passing on personal information to third parties refers to cancellation insurance or insurance against accidents and illness, insurance of lost luggage and health insurance for the duration of the Adventure both locally and abroad. Should the Client request insurance, the personal information of the Client will be passed on to the insurance company. The personal information will be kept in a database in accordance with the management's decision on the method used for collecting, processing and securing personal information.

#### Final provisions

These General Terms and Conditions are an integral part of the Contract that a customer concludes with Natural Croatia, i.e. an authorized travel agency in which he/she booked a travel organized by Natural Croatia. Possible/anticipated deviations from these Conditions must be stated with the text of the tour program. By signing the contract, the customer fully accepts the program and the conditions of the travel.