

GENERAL TERMS AND CONDITIONS

GENERAL PROVISIONS

These General Terms and Conditions are an integral part of the Contract on Package Travel (hereinafter: **'Contract'**) concluded between the Agency as a travel organizer on one side and the Contractor on the other.

These General Terms and Conditions apply only to package travels in which the Agency is the organizer, and they do not apply in the event that the Agency mediates and/or sells services of other travel agencies. In the latter case, the responsible travel organizer will be indicated in the Contract, and the general conditions of that organizer shall apply, which the Agency will make available to the Contractor.

In the event of any inconsistency between the provisions of the Contract and/or the Travel Program and these General Terms and Conditions, the provisions of the Contract and/or the Travel Program shall prevail. In the event of any inconsistency between the provisions of the Contract and the Travel Program, the provisions of the Contract shall prevail.

DEFINITIONS AND INTERPRETATION

In addition to terms marked with capital letters which are defined elsewhere in the Contract and these General Terms and Conditions, the terms marked with capital letters in these General Terms and Conditions shall have the following meaning:

'Agency'	ILIOS TRAVEL COMPANY d.o.o. turistička agencija, headquartered at Jezerska 32c, 10 000 Zagreb, Croatia, registered in the court registry of the Commercial Court in Zagreb under the CRN: 081077492, PIN: 49309824283.
'GDPR'	General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council from April 27th, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).
'Ministry'	Ministry of the Republic of Croatia responsible for tourism.
'General Terms and Conditions'	these General Terms and Conditions for the Agency's package travels.
'Travel Program'	the document that forms an integral part of the Contract and contains pre-contractual information referred to Article 29, paragraph 1, points a), b), c), d), e) and f) of the Act on the Provision of Tourism Services of the Republic of Croatia.
'Traveler'	every person entitled to travel based on the concluded Contract.

'Reasons beyond Agency's obligation'	<p>the reasons for which the Agency is released any liability towards the Traveler, provided that the Agency proves them, are as follows:</p> <p>lack of conformity is attributable to the Traveler; lack of conformity may be attributed to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or lack of conformity arisen due to Force majeure and other unavoidable circumstances.</p>
'Contractor'	<p>a person who wishes to conclude or has concluded a Contract with the Agency for his/her own benefit and/or for the benefit of one or more Travelers.</p>
'APTS'	<p>Act on the Provision of Tourism Services of the Republic of Croatia (Official Gazette No. 130/2017, 25/2019, 98/2019, 42/2020), with all subsequent amendments.</p>

The definitions contained in these General Terms and Conditions apply to both the singular and plural forms of these terms. All terms defined in these General Terms and Conditions have the defined meaning when used in any confirmation or other document drawn up or delivered pursuant to the Contract, unless otherwise defined therein. Terms used in these General Terms and Conditions, which have a gender meaning, refer equally to men and women. Whenever the words "include", "includes" or "including" are used in these General Terms and Conditions, they shall be deemed to be followed by the words "without limitation." The headings of the sections in the Contract and these General Terms and Conditions are provided only for ease of reference and have no impact on the interpretation of the Contract and these General Terms and Conditions. Any reference to the "Contract" shall refer to the Contract as a whole and not to any particular provision of the Contract. The legal terms used in these General Terms and Conditions shall be interpreted in accordance with Croatian law and not according to the understanding of those legal terms in any other country or jurisdiction. The terms used in these General Terms and Conditions have the meaning determined by the APTS, unless these General Terms and Conditions expressly provide otherwise.

RESERVATIONS AND CONCLUSION OF THE CONTRACT

All the Agency's package travels are 'tailor-made' at the request of the Contractor. Requests for personalized package travels may be submitted in person at the Agency office, by phone, by e-mail or via the Agency's website www.ililuxurytravel.com.

Based on the received request, the Agency shall issue the Travel Program and Contract to the Contractor, which are deemed binding after all contract parties have signed them. Should the Contractor be unable to sign the Contract in person, the Contract also produces legal effects upon the Contractor's confirmation of the Travel Program by partial or full payment of the contracted amount of the Travel Program to the Agency's company account.



The confirmation of the reservation requires the Contractor to pay the Agency an advance payment (down payment) in the amount specified in the Contract. The Contractor shall effect the advance payment based on a written Contract proposal that the Agency delivers to the Contractor, which will include the deadline by which the advance payment must be paid. The Contract enters into force on the day the Agency receives payment of the entire amount specified in the Contract. The advance payment shall be included in the price of the package travel. Should the Contractor fail to effect the advance payment within the period specified in the Contract proposal, it shall be deemed that the Contractor has cancelled the reservation, and that he/she has not accepted the specified Contract proposal. In that case the Contract proposal is considered invalid following the expiration of that period.

The Contractor is required to pay the remainder of the total price of the package travel to the Agency within the period specified in the Contract. Failure to pay the remaining amount of the package travel price within the contractual period shall be deemed to have terminated the Contract, and the Contractor is required to pay the Agency the cancellation fee for the termination of the Contract.

Mutual confirmation of the reservation shall be binding. Cancellation can only be made in accordance with the provisions on travel cancellation by the Contractor or the Agency. The Contractor must not be under 18 years old. By signing the Contract, confirming the Travel Program by partially or fully paying the contracted amount of the Travel Program to the Agency's business account, the Contractor shall guarantee being an adult. Should the Contractor be a minor, the contracting party is represented by the parent who, by signing the Contract, confirms under substantive and criminal obligation that the other parent is aware of and expressly agrees to the Contract.

PAYMENT POLICY

Unless otherwise stipulated by the Contract, the Contractor may effect the payment for the Agency's services in cash at the Agency's office, by bank transfer to the Agency's business account, by credit/debit cards accepted by the Agency in person at the Agency's office or by using online payment or submission of a duly completed and signed form for debiting the card to the Agency by e-mail. In the case of payment by bank transfer to the Agency's business account, bank transaction costs shall be borne by the Contractor or another Traveler effecting the payment.

PRICE AND CONTENT OF THE PACKAGE TRAVEL

The price of the package travel shall be determined by the Travel Program and specified in the Contract. The price includes all services specified in the Travel Program. The prices of package travel are expressed in EUR.

The prices indicated in the Travel Program are based on the prices contracted between the Agency and its suppliers/service providers and do not have to correspond to the prices stated on the spot at the destination where the Traveler is staying.

Should the Contractor or the Traveler request additional services within the duration of the package travel and pay for them on spot directly to the service provider, the Agency shall not be held responsible, and the Contractor or the Traveler shall submit any complaints directly to the service provider.

The Agency shall not grant refunds to the Contractor or Travelers for any service included in the contracted price of the package travel that the Contractor/Traveler failed to use due to his/her own decision or fault.

The Contractor shall be acquainted with and understand that offered hotels, apartments, or other accommodation facilities in the Travel Program are described according to the official categorization of the country in question, which may differ from country to country. As a result the standard of accommodations and services may therefore be different and/or incomparable. The Agency shall not assume responsibility for any oral or written information which is not in accordance with the description of services and facilities in the published programs, and which was obtained by a third party.

PRICE INCREASE BY THE AGENCY

If the Contract stipulates the Agency's right to unilaterally increase the price of the package travel following the conclusion of the Contract, then the Agency may unilaterally increase the contracted price no later than 20 days before the start of the package travel, in any of the following cases:

changes in transfer price resulting from the cost of fuel or other energy sources, but only under the condition that the amount or share of the Traveler's transfer price of the package travel price is expressly stated in the Contract;

changes in taxes or fees of package travel services included in the Contract imposed by third parties not directly involved in the execution of the package travel, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, but only under the condition that the amount or share of such taxes or fees in the price of the package travel is expressly stated in the Contract; or

changes in the exchange rates relevant to the package travel, but only under the condition that the amount of services related to a certain currency or their share in the price of the package travel is specified in the Contract.

In the event of such a unilateral increase in the package travel price, the Agency will unilaterally increase the price by the entire amount of the change in the corresponding parameter referred to in points a), b) and/or c) above, and will notify the Contractor hereof in writing with an explanation for the increase and calculation. The Contractor and the Travelers shall accept such a unilateral increase in the contracted price if it amounts to (and including) 8% of the contracted total price of the package travel. Should the specified increase in the price of the package travel exceed 8% of the contracted total package travel price, the Contractor shall be entitled to cancel the trip, i.e., terminate the Contract without paying the Contract termination fee. If the Contractor fails to submit a written notice of termination of the Contract to the Agency within seven days of the Agency's written notification of the price change, he/she shall be deemed to have agreed to the price change.

If the Contract stipulates the right of the Agency to unilaterally increase the price of the package travel after concluding the Contract in accordance with the above provisions of these General Terms and Conditions, then the Contractor under the same conditions has the right to a price reduction that corresponds to the reduction of the corresponding parameters referred to in points a), b) and/or c). In the event of such a unilateral price reduction by the Contractor, the Agency has the right to deduct the



actually incurred administrative expenses from the amount of refund owed to the Contractor and, upon the Contractor's request, will provide the Contractor with proof of these administrative expenses.

CONTRACT TERMINATION BY THE CONTRACTOR

After Contract conclusion and before the start of the package travel, the Contractor may cancel the trip, i.e., unilaterally terminate the Contract by submitting a written notice of termination to the Agency, in which case the Agency will charge the Contractor the following cancellation fee, depending on the date on which the Agency received the Contractor's written notice of termination, as follows:

up to 46 days prior to package travel begin: 20% of the total package travel price;
45 to 31 days prior to package travel begin: 30 % of the total package travel price;
30 to 21 days prior to package travel begin: 50 % of the total package travel price;
20 to 0 days before the start of the package or in the event of 'No-Show': 100% of the total package travel price.

Depending on the package travel, a different (than the above) cancellation fee scale is also possible. In this case, the terms and cancellation fee specified in the Contract shall apply.

The mentioned cancellation costs shall also be applied to the possible changes in the date of departure or any change in accommodation, i.e., the type of accommodation, as well as to all other essential changes in the package travel requested by the Contractor/Traveler.

Upon Contractor's/Traveler' request, the Agency shall justify the cancellation fee. The Agency shall be entitled to charge the Contractor a fee for termination of the Contract regardless of the reason for which the Contractor terminates the Contract, except in case when the Contractor is entitled to terminate the Contract due to violations of the Contract by the Agency. As an exception to the previous sentence, in the event that the Contractor terminates the Contract due to Force majeure which occurred at the destination or in its immediate vicinity and which significantly affect the fulfillment of the package travel or which significantly affect the Traveler's arrival to the destination: (i) the Contractor shall not be required to pay the above-mentioned cancellation fee for Contract termination; (ii) the Contractor shall be entitled to refund of all payments made to the Agency for the booked package travel; (iii) the Contractor shall not be entitled to any damage compensation.

If the Contractor directly or through the Agency has contracted a travel cancellation insurance with an insurance company, the Contractor shall be entitled to a refund of the paid fee from the insurance company, exclusively according to the terms of the insurance policy. All terms and deadlines for the fee refund are directly contracted between the insurance company and the Contractor, and the Agency holds no responsibility for any non-recognition or objection that the insurance company might send to the Contractor, even if the specified insurance was contracted by the Contractor with the insurer through the Agency as an intermediary.



CONTRACT TERMINATION BY THE AGENCY

The Agency may terminate the Contract and refund all payments received for the package travel to the Contractor/Travelers in full, without obligation for damages or any other payments to the Contractor or any of the Travelers, in any of the following cases:

If the Agency is prevented from performing the Contract due to Force majeure, under the condition that the Agency notifies the Contractor of the termination of the Contract without undue delay before the start of the package travel, and

If the number of Travelers enrolled in the package is smaller than the minimum number of Travelers stated in the Travel Program, provided that the Agency notifies the Contractor of the termination of the Contract no later than 20 days prior to package travel begin for trips lasting more than 6 days; 7 days prior to package travel begin for trips lasting between 2 and 6 days; 48 hours prior to package travel begin for trips lasting less than 2 days.

The Agency shall be authorized to unilaterally terminate the Contract in whole or partially, if it does not receive payment of the contracted package travel price within the agreed terms. In this case, the Traveler is not entitled to refund of advance payments, or to compensation for damages and possible expenses such as visas, insurance, vaccinations, and other administrative expenses.

The Agency may cancel/withdraw from the Contract and demand payment of compensation from the Traveler who directly violates the decisions of the Contract that were contracted with the Agency, primarily if it has been concluded that the Contractor intentionally provided erroneous information about the number of Travelers and their age, or if during the trip there were changes about which the Traveler failed to inform the Agency.

TRANSFER OF THE CONTRACT TO ANOTHER TRAVELER

Prior to package travel begin, the Contractor may transfer the Contract to another Traveler who meets all requirements applicable to that Contract, about which he/she is required to inform the Agency in writing no later than 7 days prior to package travel begin. The Contractor and the Traveler to whom the Contract is transferred shall be jointly and severally liable to the Agency for the payment of the package travel price, in addition to all possible additional fees, charges or other expenses resulting from the transfer of the Contract, of which the Agency has informed them and provided proof of such occurred additional expenses.

CHANGES TO THE CONTRACT BY THE AGENCY

After Contract conclusion and prior to the package travel begin, the Agency may, by delivering a written notice to the Contractor, unilaterally change the terms of the Contract, provided that such change is insignificant - that is, it does not significantly change any of the main features of the travel services, does not reduce the level of quality or value of the package, nor does it cause significant inconvenience or additional expenses for the Traveler.

If, after Contract conclusion and prior to the package travel begin, the Agency is forced to significantly change any of the main features of the travel services or cannot fulfill the contracted special

requirements of the Travelers specified in the Contract, it shall be required to notify the Contractor in writing without delay. The abovementioned notification shall include a description of the proposed changes to the Contract and any alternative package travel that the Agency may offer to the Contractor. Unless otherwise indicated in such a written notice from the Agency, if, within three days of receiving the notice from the Agency the Contractor fails to notify the Agency in writing that he/she accepts the amended Contract or the offered replacement package, the Contract shall be considered terminated, and the Agency will, without delay, and within 14 days at the latest, refund the Contractor/Travelers the part of the price paid until then, and the Contractor is also entitled to appropriate compensation for the damage suffered, unless the Agency proves that the proposal to amend the Contract occurred for reasons for which the Agency is not responsible. If the amendments to the Contract result in package travel of lower quality or price, the Contractor shall be entitled to an appropriate price reduction.

IMPOSSIBILITY TO PERFORM A SIGNIFICANT PART OF THE TRAVEL SERVICES

If a significant part of the travel services cannot be provided in accordance with the Contract, the Agency shall, in order to continue the package travel, offer the Contractor appropriate alternative arrangements, preferably of equal or higher quality than those specified in the Contract, without additional expenses for the Contractor and Travelers, including in the case when the Travelers were not provided with a return to the place of departure as contracted.

If the Agency proposes an alternative travel arrangement, the consequence of which is a package travel of a lower quality than that specified in the Contract, the Agency is required to grant the Contractor an appropriate price reduction. The Contractor may reject the proposed alternative travel arrangements only if they are not comparable to what was agreed in the Contract or if the approved price reduction is inappropriate.

If the lack of conformity significantly affects the performance of the package travel and if the Agency fails to correct the lack of conformity within a reasonable period set by the Contractor, the Contractor may terminate the Contract without paying a cancellation fee and demand, if necessary, a price reduction and/or compensation of damage according to the provisions of these General Terms and Conditions governing the entitlement to a price reduction and compensation for damages.

If it is not possible to provide alternative arrangements or if the Contractor rejects the proposed alternative arrangements in accordance with the provisions of these General Terms and Conditions, the Contractor shall be entitled, as necessary, to a price reduction and/or compensation of damage in accordance with the provisions of these General Terms and Conditions stipulating the entitlement to a price reduction and compensation for damages, without terminating the Contract.

If the package travel includes transfer services, in the cases referred to in the previous two paragraphs of these General Terms and Conditions, the Agency shall ensure without undue delay the repatriation of Travelers with equivalent transfer, without additional expenses for the Travelers. Additional expenses shall be borne by the Agency.



BEARING THE EXPENSES OF NECESSARY ACCOMMODATION

When, due to Force majeure, it is not possible to ensure the return of Travelers in accordance with the Contract, the Agency will bear the expenses of necessary accommodation for a maximum of three nights per Traveler, possibly in the equivalent category of accommodation provided for in the Contract. If European Union legislation on Travelers' rights applicable to the relevant means of transportation for the return of the Travelers provides for longer periods, these periods shall apply.

The limitation of expenses referred to in the previous paragraph of these General Terms and Conditions shall not apply to persons with reduced mobility, defined in Article 2, point (a) of Regulation (EC) no. 1107/2006 of the European Parliament and the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26 July 2006) and on any person accompanying them, pregnant women, unaccompanied minors and persons who need special medical assistance, provided that the Agency has been notified of their special needs at least 48 hours prior to package travel begin.

The Agency may not refer to Force majeure in order to limit its obligations in accordance with the provisions of this section of the General Terms and Conditions if the provider of transfer services may not refer to such circumstances in accordance with the applicable legislation of the European Union.

OBLIGATIONS AND RESPONSIBILITIES OF THE AGENCY

As the travel organizer, the Agency shall be responsible for the performance of the package travel as a whole, that is, for the performance of all services included in the package travel price.

If the Travel Program does not expressly provide otherwise, the Agency shall provide contracted services in English.

The Agency shall, without undue delay, provide adequate assistance to the Traveler in difficulty, especially by providing adequate information on health services, local authorities and consular assistance and assisting the Traveler in establishing long-distance communication and finding alternative travel arrangements. If the Traveler caused such a difficulty intentionally or through carelessness, the Agency may charge for its assistance services in the amount of its actual expenses.

If one of the Travelers is a minor traveling unaccompanied by a parent or other authorized person as part of a package travel that includes accommodation, direct contact with the minor or the person responsible for the minor in the minor's place of residence can be made through the Contact Point of the Agency specified in the Contract.

The Agency is required to keep as a trade secret all information it has learned about the Contractor and the Traveler (including their address, place and time of travel, stay, paid price, as well as the names of their companions.), except in cases prescribed by law and for the purposes of performance of the Contract.

The Agency shall exclude any obligation in case it proves the existence of any of the Reasons beyond Agency's obligations. In regards to all possible damages for which the Agency would be responsible,



except for damages resulting from physical injury or damages caused by the Agency intentionally or through negligence, the maximum amount of damages is limited to three times the total price of the package travel. Insofar as the international conventions binding the European Union or legal regulations based on them, limit the extent of compensation for damages, which is part of the package travel, that the travel service provider is required to pay, or limit the conditions under which he/she is required to compensate this damage, in that case the same assumptions, limitations and exclusions apply to the Agency accordingly, and the Agency may refer to it in relation to the Contractor and the Traveler. Damage compensation or price reduction to which the Contractor is entitled in accordance with these General Terms and Conditions, APTS and applicable international conventions and regulations shall be deducted from each other.

The Agency shall be required to send the Contractor all necessary travel documentation (vouchers and other travel-related information) no later than 7 days prior to travel begin.

The Agency shall be required to offer a travel insurance package to each Contractor. By signing the Contract on travel in a package travel, or by paying partial or entire contracted amount of the package travel, the Contractor grants his/her approval that the insurance package was offered to him/her by employees of the travel Agency.

OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR AND THE TRAVELERS

The Contractor shall expressly confirm to the Agency: (i) that he/she has familiarized all Travelers listed on the reservation with the Contract (including the Travel Program and these General Terms and Conditions, which form an integral part of the Contract); (ii) that he/she is authorized to act on behalf of all Travelers specified in the reservation; (iii) that he/she is fully responsible to the Agency for the observance of the Contract by all Travelers and is obliged to effect all payments stipulated by the Contract for all Travelers; (iv) that advance payments, and/or the entire package travel price pertain to all Travelers on the same reservation, and are distributed equally to all Travelers on that reservation, unless otherwise defined by the Contract.

Whenever these General Terms and Conditions or the Contract stipulate that the Contractor shall make a statement, guarantee, waive or undertake an obligation, it is considered that he/she does so on his own behalf and on behalf of each of the Travelers. Whenever these General Terms and Conditions or the Contract stipulate that the Traveler shall make any statement, guarantee, waiver or undertake any obligation, it is considered that the Traveler does so on his own behalf and on behalf of the Contractor.

The Contractor shall provide the Agency with all the necessary personal data of each of the Travelers and deliver to the Agency in a timely manner all documentation necessary for the organization and implementation of the package travel. The agency has the right to request and keep copies of documents if this is necessary for the completion of the trip. If the Contractor fails to submit the requested information and copies of documents within the time limit and in the manner requested by the Agency, it is considered that he/she has given up the reservation and terminated the Contract, and the Contractor shall be required to pay the Agency the contracted cancellation fee. The Contractor is responsible for all damage caused to the Contractor or any Traveler or Agency due to the provision of incorrect and/or incomplete information and/or documents.

Unless expressly provided otherwise in the Contract, the Contractor shall be required to obtain all passports, visas, health cards or other travel documentation required for travel and stay abroad for all Travelers and to ensure that the mentioned documentation is always entirely complete and valid during the travel.

Before concluding the Contract, the Contractor shall be required to inform the Agency of all the facts regarding the health, habits, etc. of each of the Travelers which may endanger the progress of the trip (including food restrictions, chronic disease, allergies, etc.). If the Travel Program indicates special rules for travel (such as, for example, mandatory vaccinations and the acquisition of appropriate documents), the Traveler shall be required to fulfill the stated requirements.

The Traveler shall be required to comply with the rules of the accommodation units regarding the time of starting to use rooms, apartments, cabins, etc., and the time of leaving them. If the Traveler in any way violates the safety, peace or comfort of other Travelers or third parties, or endangers and/or hinders the regular development of the Travel Program, the Agency, in addition to the right to compensation, is entitled to terminate the trip for that Traveler and continue with the implementation of the package travel without him/her. If in that case the Traveler is a minor, the Contractor shall be required to ensure the Traveler's return home at his/her own expense.

The Traveler shall comply with all reasonable instructions of the Agency representative and cooperate with the Agency representative in good faith. In case of any dissatisfaction, the Traveler shall be required to cooperate in good faith with the Agency representative and endeavor to resolve the matter of dissatisfaction, without disturbing other Travelers and third parties, and without damaging the Agency's reputation.

In case of breach of obligations from the Contract and applicable regulations, the Contractor and the Traveler shall be responsible for any damage suffered by any Traveler, the Agency, any service provider involved in the package travel or any third party, and will indemnify the Agency against all claims on those grounds. The Contractor shall be jointly and severally liable with the Traveler for the obligations of Travelers referred to in the previous sentence.

SPECIAL RULES REGARDING COVID-19

The Contractor and the Travelers are aware and fully understand the following:

that the World Health Organization (WHO) on March 11th 2020 declared COVID-19 a pandemic;
that COVID-19 is an infectious and dangerous disease which may cause serious health consequences, including death of the affected person;
that people 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;
that various binding measures have been enacted around the world to contain and prevent the spread of COVID-19, whereby such measures may be enacted by supranational, national, federal, regional or local competent authorities, and may include a total or partial travel ban in certain locations, the ban or restriction of entry or exit from a certain country, region or any other area, the obligation to present a recent negative COVID-19 test and/or proof of vaccination against COVID-19 and/or a certificate of recovery from COVID-19 when entering or exiting country, region or any other area or when

undertaking a certain activity (e.g. flight by aircraft), mandatory quarantine, self-isolation when entering or leaving the country, region or any other area, obligation to wear protective masks, obligation to measure body temperature when entering certain locations or events and the prohibition of access to persons with elevated body temperature, the obligation to disinfect hands or feet on certain occasions, social distancing, complete closure or limited working hours, the scope of services or the number of visitors to public or natural sights, government services, shops or catering establishments, cancellation of public events (such as concerts or sports events) or their holding without spectators or with a limited number of spectators, etc.;

that such mandatory measures are subject to change, i.e., less and more stringent measures may enter into force at any moment;

that, in addition to such mandatory measures, some countries publish non-binding recommendations on avoiding travel to certain jurisdictions and regions that are also subject to change;

that there is a possibility that, due to COVID-19, some carriers (e.g. airlines, bus carriers, etc.) have introduced, or will introduce, special measures and restrictions which are also subject to change.

Taking into consideration that the Contractor and the Travelers have been fully introduced and aware that they are undertaking the trip during the time of COVID-19 and related risks (including the abovementioned risks), the Contractor and the Travelers shall fully accept the following:

Mandatory COVID-19 measures and restrictions which are in force or may come into force at the travel destination (including the obligation to wear protective masks, the obligation to measure body temperature when entering certain locations or events and the prohibition of access to persons with elevated body temperature, the obligation to disinfect hands or feet on certain occasions, social distancing, complete closure or limited working hours, the scope of services or the number of visitors to public or natural sights, government services, shops or catering facilities, cancellation of public events such as concerts or sports events or their holding without spectators or with limited number of spectators, etc.) shall not have a significant impact on Travelers' satisfaction, and the Agency bears no responsibility towards the Contractor or Travelers on this basis. The Agency and Travelers shall be required to comply with all such binding measures and restrictions at all times.

The Contractor and Travelers shall be required to ensure that each Traveler meets 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 included in the travel, and access to any means of transport (e.g. aircraft, vessel, etc.) regardless of whether transfer is included in the trip or not, including the obligation to obtain and present a recent negative COVID-19 test and/or proof of vaccination against COVID-19 and/or a certificate of recovery from COVID-19, and the Agency bears no responsibility towards the Contractor or Travelers on those grounds.

If any of the Travelers, after concluding the Contract, tests positive for COVID-19, is imposed a self-isolation measure, or has been in close contact with a person who has tested positive for COVID-19, the Contractor shall be required to notify the Agency in writing without delay. If the above occurs within a period of 14 days prior to package travel begin, and the Agency, considering the prevention of the spread of COVID-19, reasonably decides that the infected Traveler represents a safety risk for other people on the trip and therefore must not travel, the Agency shall, without delay, inform the Contractor thereof in writing. In that case, it is considered that the Contract for the infected Traveler has been terminated by the Traveler with the obligation to pay the cancellation fee according to these General



Terms and Conditions. The Contractor/infected Traveler shall not have any claims against the Agency on those grounds.

Although the Agency will, whenever reasonably possible, implement internal policies and measures aimed at reducing the risk of COVID-19 spread, the Agency cannot ensure or guarantee that any of the Travelers on the trip will not be infected with COVID-19 or another infectious disease, and the Agency bears no responsibility if any of the Travelers become infected with COVID-19 or another infectious disease. A Traveler who becomes infected with COVID-19 during the trip will not be able to continue the trip. The Contractor and the Travelers accept that the Agency shall provide adequate assistance to such a Traveler in that case, especially in providing adequate information about health services, local authorities and consular assistance and assisting in establishing long-distance communication and finding alternative travel arrangements, but the Agency bears no responsibility for the Traveler's missed arrangements, any additional accommodation that the Traveler may need, nor any other expenses, consequences or damage on those grounds.

Unilateral termination of the Contract by the Contractor or any Traveler is subject to cancellation policy according to these General Terms and Conditions by the Contractor, if it has been due to any of the following reasons, regardless of whether this reason already existed at the time of Contract conclusion or it occurred after Contract conclusion: (i) measures of mandatory presentation of a recent negative COVID-19 test and/or proof of vaccination against COVID-19 and/or a certificate of recovery from COVID-19 when entering or leaving the country, region or any other area or when undertaking an activity (e.g. flight by aircraft); (ii) measures of mandatory quarantine, i.e., self-isolation when entering or leaving a country, region or any other area; (iii) measures restricting the Traveler's activities and freedom of action during the trip (such as obligations to wear protective masks, obligations to measure body temperature when entering certain locations or events and ban access to people with elevated body temperature, obligations to disinfect hands or feet on certain occasions, social distancing, complete closure or limited working hours, scope of services or number of visitors to public or natural sights, government services, shops or catering facilities, cancellation of public events such as concerts or sports events or their holding without spectators or with a limited number of spectators, etc.); (iv) non-binding recommendations of authorities on avoiding travel to certain countries, regions or areas due to COVID-19; (v) changes in the conditions and timetable of the carrier related to the arrival or departure of Travelers from the travel destination; (vi) contracting COVID-19 by the Traveler or any of his close persons or the obligation of self-isolation imposed on any of them due to close contact with an infected person.

The Agency shall recommend that the Contractor and Travelers arrange insurance that would also cover risks related to COVID-19. If the Contractor or the Traveler arranges such insurance, the conditions of the arranged insurance policy are applicable to their rights towards the insurer.

INSURANCE OFFERED BY THE AGENCY TO THE TRAVELER

In accordance with the APTS, the Agency shall offer the Contractor/Traveler the possibility to arrange an insurance package directly (or through the Agency as an intermediary) with a third-party insurer against the consequences of an accident or illness during the trip, damage and loss of luggage, voluntary health insurance during the trip and stay abroad, insurance in case of trip cancellation and insurance that covers the expenses of assistance and return of Travelers to the place of departure in case of



accident and illness. Information on the content of these insurances is available on insurer's website [HERE](#). Insurer's General terms and conditions and Privacy policy are available on the link [HERE](#). Unless expressly stated in the Contract, the prices of the mentioned insurances shall not be included in the package travel price.

INSOLVENCY INSURANCE

Pursuant to the APTD, the Agency is obliged to deposit, for each package travel, an insolvency security with an insurance company or a bank in the Republic of Croatia, for a) the refund of all payments made by or on behalf of the Traveler in connection with the Contract for services which have not or will not be performed or will only be partially performed as a consequence of the operator's insolvency or bankruptcy, and b) compensation to the Traveler for necessary accommodation, meals and return to the place of travel program departure, if transportation of the Traveler was included in the package travel, as well as for all other claims in this respect, attributable to the Agency's insolvency or bankruptcy.

The Agency has concluded an Insolvency Insurance Contract with Generali osiguranje d.d. insurance company. In case of the occurrence of an insured event, the Traveler must contact the insurer as quickly as possible at the following address: Generali osiguranje d.d., branch office Zagreb, Slavonska Avenija 1B, HR-10000 Zagreb, OIB/VAT ID: 10840749604, Tel.: +385/1 460 0400, E-mail: info.hr@generali.com, number of insolvency insurance policy: P15-1020001018, valid until April 14th, 2025. This shall be valid as a certificate of insurance in case of bankruptcy or insolvency of the Agency.

PROFESSIONAL AND PUBLIC LIABILITY INSURANCE

Pursuant to the APTD, the Agency is obliged to sign with the insurer a liability insurance policy covering any damage caused to the Traveller by the non-performance, partial performance or undue performance of the obligations connected with the travel arrangement.

The Agency has signed a professional and public liability insurance policy with the Generali osiguranje d.d. insurance company. The contact information of the insurer is as follows: Generali osiguranje d.d., branch office Zagreb, Slavonska Avenija 1B, HR-10000 Zagreb, OIB/VAT ID: 10840749604, Tel.: +385/1 460 0400, E-mail: info.hr@generali.com, number of professional and public liability insurance policy: P13-1020267435, valid until April 14, 2025. This shall be valid as a certificate of insurance obligation for damage.

TRAVELERS' COMPLAINTS

The Contractor and/or Traveler shall be required, without undue delay and considering the circumstances, to inform the Agency via the Agency's contact point specified in the Contract about any lack of conformity he/she finds during the performance of the travel service covered by the Contract. The Agency will rectify this lack of conformity at the request of the Contractor, i.e. the Traveler, unless this is not possible or if the elimination of the lack of conformity would cause disproportionate expenses, considering the scale of the lack of conformity and the value of the travel services affected

by the lack of conformity. If the Agency fails to correct the lack of conformity for the reasons stated in the previous sentence, the Contractor shall be entitled to a price reduction, and also to damage compensation, unless the Agency proves that the lack of conformity is the result of reasons for which the Agency is not responsible. If the Agency fails to rectify the lack of conformity within a reasonable time limit set by the Contractor, i.e., the Traveler, the Contractor and/or the Traveler may do it themselves and demand compensation for necessary expenses. The Contractor/Traveler shall not be required to set a reasonable time limit for the Agency to rectify the lack of conformity provided that the Agency has refused to correct the lack of conformity or if the lack of conformity needs to be rectified immediately.

POSSIBILITY OF CONTACTING THE AGENCY

The Contractor is free to contact the Agency directly to seek help if he/she finds himself/herself in difficulties or to report any inconsistencies he/she finds during the performance of the package travel. The Agency's contact information is as follows: ILIOS TRAVEL COMPANY d.o.o. turistička agencija, located at Jezerska 32c, 10 000 Zagreb, Croatia, phone no. 1 (in Croatia): +385/91 547 4546 or phone no. 2 (in Slovenia): +386/70 393 849; email: info@ililuxurytravel.com; contact person: Ms. Romana Šešlak Cvijanović (managing director).

FINAL PROVISIONS

The notice delivery between the Contracting Parties in accordance with the Contract shall be deemed validly made in writing if it was sent: (i) by registered mail with a return receipt or (ii) by e-mail to the last address, i.e., the e-mail address used by one of the Contracting Parties to notify the other in writing. The Contractor is solely responsible for the accuracy of the address, i.e., the e-mail address for sending the notification about which he/she informed the Agency, and shall be obliged to notify the Agency without delay in writing about any change in the data for sending the notification.

General information about the Agency shall be available on the Agency's website: www.ililuxurytravel.com. The central contact point for administrative cooperation in accordance with the provisions of the APTS shall be the Ministry of Tourism and Sport of the Republic of Croatia, located at Prisavlje 14, 10 000 Zagreb, Croatia; e-mail: pravni@mints.hr; phone no.: + 385 1 6169 243. The competent authority for monitoring the Agency's operations is the State Inspectorate, Tourism Inspectorate, located at Šubićeva ulica 29, 10 000 Zagreb, Croatia; e-mail: turisticka.inspekcija@dirh.hr; phone no.: + 385 1 2375 100.

The contracting parties shall endeavor to resolve all possible disputes pertaining to the Contract (including its performance and termination) amicably, and if this is not possible, the court in Zagreb, Croatia shall have jurisdiction. The applicable law is the law of the Republic of Croatia (excluding its provisions on conflict of laws that would refer to the application of foreign law).

For services purchased online, the online consumer dispute resolution platform is available at the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.adr.show>.



Should any provision of the Contract or these General Terms and Conditions be or become void, invalid or unenforceable, or if the Contract contains an unintended contractual gap, this shall not affect the validity or enforceability of the remainder of the Contract. Any such void, invalid or unenforceable provision shall be deemed to be replaced, and the gap shall be filled by a suitable provision which is in accordance with the economic purpose and objective of that provision and/or the Contract, to the extent legally permitted, closest to the original intention of the Contracting Parties.

These General Terms and Conditions exclude all previously issued general terms and conditions of the Agency regarding package travel, and they enter into force on the date of publication on the Agency's website, i.e. on January 1st, 2024. The Agency reserves the right to amend these General Terms and Conditions at any time by publishing the amended text of the General Terms and Conditions on the Agency's website, which shall enter into force on the date of publication.

Zagreb, January 1st, 2024

OPĆI UVJETI POSLOVANJA

OPĆE ODREDBE

Ovi Opći uvjeti sastavni su dio Ugovora o putovanju u paket-aranžmanu (u daljnjem tekstu: 'Ugovor') sklopljenog između Agencije kao organizatora putovanja s jedne strane i Ugovaratelja s druge strane.

Ovi Opći uvjeti vrijede samo za paket-aranžmane u kojima je Agencija organizator, te se isti ne primjenjuju u slučaju da Agencija posreduje i/ili prodaje usluge drugih turističkih agencija. U potonjem slučaju u Ugovoru će biti naznačen odgovorni organizator putovanja te će se primjenjivati opći uvjeti tog organizatora koje će Agencija učiniti dostupnima Ugovaratelju.

U slučaju bilo kakvog neslaganja odredbi Ugovora i/ili Programa putovanja s ovim Općim uvjetima, odredbe Ugovora odnosno Programa putovanja će prevladati. U slučaju bilo kakvog neslaganja odredbi Ugovora s Programom putovanja, odredbe Ugovora će prevladati.

DEFINICIJE I TUMAČENJE

Uz pojmove označene velikim slovom koji su definirani na drugim mjestima u Ugovoru i ovim Općim uvjetima, pojmovi označeni velikim slovom u Općim uvjetima imaju sljedeće značenje:

„Agencija“	ILIOS TRAVEL COMPANY d.o.o. turistička agencija sa sjedištem na adresi Jezerska 32c, 10 000 Zagreb, Hrvatska, upisano u sudskom registru Trgovačkog suda u Zagrebu pod MBS: 081077492, OIB: 49309824283.
„GDPR“	Opća uredba o zaštiti podataka (Uredba (EU) 2016/679 Europskog parlamenta i Vijeća od 27. travnja 2016.).
„Ministarstvo“	Ministarstvo Republike Hrvatske nadležno za turizam.
„Opći uvjeti“	ovi Opći uvjeti za paket-aranžmane Agencije.
„Program putovanja“	dokument koji čini sastavni dio Ugovora, a koji sadrži predugovorne informacije iz članka 29. st. 1. točke a), b), c), d), e) i f) Zakona o pružanju usluga u turizmu Republike Hrvatske.
„Putnik“	svaka osoba koja ima pravo putovati na temelju sklopljenog Ugovora.
„Razlozi za koje Agencija ne odgovara“	sljedeći razlozi zbog kojih se Agencija oslobađa odgovornosti za štetu prema Putniku, pod uvjetom da Agencija iste dokaže: nesukladnost se može pripisati Putniku; nesukladnost se može pripisati trećoj osobi koja nije povezana s pružanjem usluga putovanja obuhvaćenih ugovorom o putovanju u paket-aranžmanu i da je nesukladnost nepredvidiva ili neizbježna, ili do nesukladnosti je došlo zbog izvanrednih okolnosti koje se nisu mogle izbjeći.

„Ugovaratelj“	osoba koja želi sklopiti ili je sklopila Ugovor s Agencijom u svoju korist i/ili u korist jednog ili više Putnika.
„ZPUT“	Zakon o pružanju usluga u turizmu Republike Hrvatske (Narodne novine broj 130/2017, 25/2019, 98/2019, 42/2020), sa svim njegovim kasnijim izmjenama i dopunama.

Definicije sadržane u ovim Općim uvjetima primjenjuju se na oblike u jednini kao i u množini tih izraza. Svi izrazi definirani u ovim Općim uvjetima imaju definirano značenje kada se koriste u bilo kojoj potvrdi ili drugoj ispravi koja je sastavljena ili predana sukladno Ugovoru, osim ako su tamo drugačije definirani. Izrazi koji se koriste u ovim Općim uvjetima, a koji imaju rodno značenje, odnose se jednako na muški i ženski rod. Kada god se riječi “uključuju”, “uključuje” ili “uključujući” koriste u ovim Općim uvjetima, smatra se da iza njih slijede riječi “bez ograničenja”. Naslovi odjeljaka u Ugovoru i ovim Općim uvjetima dani su samo radi lakšeg snalaženja te nemaju utjecaja na tumačenje Ugovora i ovih Općih uvjeta. Svaka referenca na „Ugovor“ odnosi se na Ugovor kao cjelinu, a ne na bilo koju posebnu odredbu Ugovora. Pravni termini korišteni u ovim Općim uvjetima bit će tumačeni u skladu s hrvatskim pravom, a ne prema razumijevanju tih pravnih termina u bilo kojoj drugoj državi ili jurisdikciji. Izrazi korišteni u ovim Općim uvjetima imaju značenje utvrđeno ZPUT-om, osim ako ovim Općim uvjetima nije izričito određeno drugačije.

REZERVACIJE I SKLAPANJE UGOVORA

Svi paket aranžmani Agencije su 'krojeni po mjeri' na zahtjev Ugovaratelja. Zahtjevi za personaliziranim paket aranžmanima se predaju osobno u poslovnicu Agencije, telefonom, elektroničkom poštom ili putem mrežne stranice Agencije www.ililuxurytravel.com.

Na temelju primljenog zahtjeva Agencija Ugovaratelju izdaje Program putovanja i Ugovor koji se smatra obvezujućim nakon što su ga sve ugovorne strane potpisale. Ukoliko Ugovaratelj nije u mogućnosti osobno potpisati Ugovor, isti također proizvodi pravne učinke Ugovarateljvom potvrdom Programa putovanja djelomičnom odnosno cjelokupnom uplatom ugovorenog iznosa Programa putovanja na žiro račun Agencije.

Za potvrdu rezervacije Ugovaratelj je dužan podmiriti Agenciji predujam (akontaciju) u iznosu navedenom u Ugovoru. Ugovaratelj će uplatu predujma izvršiti na temelju pisanog prijedloga Ugovora koji će Agencija dostaviti Ugovaratelju, a u kojem će biti naveden i rok do kada predujam mora biti plaćen. Ugovor stupa na snagu s danom kada je Agencija zaprimila cjelokupni iznos predujma navedenim u Ugovoru. Uplaćeni predujam uračunat će se u cijenu paket-aranžmana. Ako Ugovaratelj ne izvrši uplatu predujma u roku navedenom u prijedlogu Ugovora, smatrat će se da je Ugovaratelj otkazao prijavu za rezervaciju, te da nije prihvatio navedeni prijedlog Ugovora, a navedeni prijedlog Ugovora se protekom tog roka smatra nevažećim.

Ostatak do ukupne cijene paket-aranžmana Ugovaratelj je dužan podmiriti Agenciji u roku navedenom u Ugovoru. Ako preostali iznos cijene paket-aranžmana ne bude uplaćen u ugovorenom roku, smatrat će se da je Ugovaratelj otkazao Ugovor, te je Ugovaratelj dužan platiti Agenciji ugovorenu naknadu za raskid Ugovora.

Obostrana potvrda rezervacije je obvezujuća. Odstupiti se može samo u skladu s odredbama o otkazu putovanja od strane Ugovaratelja ili Agencije. Ugovaratelj ne smije biti mlađi od 18 godina. Potpisom Ugovora, potvrdom Programa putovanja djelomičnom odnosno cjelokupnom uplatom ugovorenog iznosa Programa putovanja na žiro račun Agencije Ugovaratelj garantira da je punoljetna osoba. Ukoliko je Ugovaratelj maloljetna osoba, ugovornu stranu predstavlja roditelj koji potpisom Ugovora potvrđuje pod materijalnom i kaznenom odgovornošću da je drugi roditelj upoznat i izričito suglasan s Ugovorom.

PLAĆANJE

Osim ako je drugačije predviđeno Ugovorom, Ugovaratelj plaćanje usluga Agencije može izvršiti gotovinom u poslovnici Agencije, bankovnom doznakom u korist poslovnog računa Agencije, te kreditnim/debitnim karticama koje Agencija prihvaća osobno u poslovnici Agencije ili korištenjem on-line plaćanja ili dostavom Agenciji putem e-maila uredno popunjenog i potpisanog obrasca za terećenje kartice. U slučaju plaćanja bankovnom doznakom u korist poslovnog računa Agencije, bankovne troškove transakcije plaća Ugovaratelj ili drugi Putnik koji vrši uplatu.

CIJENA I SADRŽAJ PAKET-ARANŽMANA

Cijena paket-aranžmana određena je Programom putovanja i navedena je u Ugovoru, te uključuje usluge koje je Agencija navela u Programu putovanja. Cijene paket aranžmana su izražene u EUR.

Cijene navedene u Programu putovanja temelje se na cijenama ugovorenima između Agencije i njezinih dobavljača/pružatelja usluga i ne moraju odgovarati cijenama navedenima na licu mjesta na odredištu na kojem boravi Putnik.

Ukoliko Ugovaratelj ili Putnik zatraži dodatne usluge za vrijeme trajanja paket aranžmana te za iste plati na licu mjesta kod neposrednog pružatelja usluge, Agencija ne snosi odgovornost te Ugovaratelj odnosno Putnik eventualne prigovore podnosi izravno davatelju usluga.

Agencija ne odobrava povrat sredstava Ugovaratelju ni Putnicima za bilo koju uslugu uključenu u ugovorenu cijenu paket-aranžmana koju Ugovaratelj/Putnik nije iskoristio svojom odlukom ili krivnjom.

Ugovaratelj je upoznat i razumije da su ponuđeni hoteli, apartmani ili drugi smještajni objekti u Programu putovanja opisani prema službenoj kategorizaciji dotične zemlje koja se može razlikovati u pojedinim zemljama uslijed čega standardi smještaja i usluga mogu biti različiti odnosno neusporedivi. Agencija ne preuzima odgovornost za bilo koju usmenu ili pismenu informaciju koja nije u skladu s opisom usluga i objekata u objavljenim programima, a koja je dobivena od strane treće osobe.

POVEĆANJE CIJENE OD STRANE AGENCIJE

Ako je Ugovorom predviđeno pravo Agencije da jednostrano poveća cijenu paket-aranžmana nakon sklapanja Ugovora, tada Agencija smije jednostrano povećati ugovorenu cijenu najkasnije 20 dana prije početka paket-aranžmana u bilo kojem od sljedećih slučajeva:

promjene cijene prijevoza Putnika koje su proizašle iz troškova goriva ili drugih izvora energije, ali samo pod uvjetom da je u Ugovoru izričito naveden iznos ili udio cijene prijevoza Putnika u cijeni paket-aranžmana;

promjene visine poreza ili naknada za usluge putovanja obuhvaćene Ugovorom koje određuju treće osobe koje nisu izravno uključene u izvršenje paket-aranžmana (uključujući turističke poreze, pristojbe za slijetanje ili naknade za ukrcaj ili iskrcaj u lukama i zračnim lukama), ali samo pod uvjetom da je u Ugovoru izričito naveden iznos ili udio takvih poreza ili naknada u cijeni paket-aranžmana; ili

promjene deviznih tečajeva koji su primjenjivi na paket-aranžman, ali samo pod uvjetom da je u Ugovoru naveden iznos usluga vezanih za određenu valutu ili njihov udio u cijeni paket-aranžmana.

U slučaju ovakvog jednostranog povećanja cijene paket-aranžmana, Agencija će jednostrano uvećati cijenu za cjelokupni iznos promjene odgovarajućeg parametra iz gornjih točaka a), b) i/ili c), te će o tome obavijestiti Ugovaratelja u pisanom obliku uz obrazloženje povećanja i izračun. Ugovaratelj i Putnici prihvaćaju takvo jednostrano povećanje ugovorene cijene ako isto iznosi do (i uključujući) 8% ugovorene ukupne cijene paket-aranžmana. Ako navedeno povećanje cijene paket-aranžmana prelazi 8% ugovorene ukupne cijene paket-aranžmana, Ugovaratelj ima pravo otkazati putovanje odnosno raskinuti Ugovor bez plaćanja naknade za raskid Ugovora. Ako Ugovaratelj u roku od sedam dana od pisane obavijesti Agencije o promjeni cijene ne dostavi Agenciji pisanu obavijest o raskidu Ugovora, smatra se da je suglasan s promjenom cijene.

Ako je Ugovorom predviđeno pravo Agencije da jednostrano poveća cijenu paket-aranžmana nakon sklapanja Ugovora u skladu s gornjim odredbama ovih Općih uvjeta, tada Ugovaratelj pod istim uvjetima ima pravo na sniženje cijene koje odgovara sniženju odgovarajućih parametara iz točke a), b) i/ili c). U slučaju ovakvog jednostranog sniženja cijene od strane Ugovaratelja, Agencija ima pravo od iznosa povrata koji duguje Ugovaratelju oduzeti stvarno nastale administrativne troškove te će na zahtjev Ugovaratelja dati Ugovaratelju dokaze za te administrativne troškove.

RASKID UGOVORA OD STRANE UGOVARATELJA

Nakon sklapanja Ugovora, a prije početka paket-aranžmana, Ugovaratelj može odustati od putovanja, odnosno jednostrano raskinuti Ugovor dostavom Agenciji pisane obavijesti o raskidu, u kojem slučaju će Agencija od Ugovaratelja naplatiti sljedeću standardnu naknadu za raskid Ugovora u visini koja se određuje ovisno o datumu s kojim je Agencija zaprimila pisanu obavijest Ugovaratelja o raskidu, kako slijedi:

do 46 dan prije početka paket-aranžmana: 20% ukupne cijene paket-aranžmana,

45 do 31 dana prije početka paket-aranžmana: 30 % ukupne cijene paket-aranžmana,

30 do 21 dana prije početka paket-aranžmana: 50 % ukupne cijene paket-aranžmana,

20 do 0 dana prije početka paket-aranžmana ili slučaju 'No-Show': 100% ukupne cijene paket-aranžmana

Ovisno o paket-aranžmanu moguća je i drugačija (od gore navedene) skala naknade za raskid Ugovora. U tom slučaju vrijede uvjeti naknade za raskid Ugovora navedeni u samom paket-aranžmanu odnosno ugovoru.

starosti, odnosno da je za vrijeme putovanja došlo do promjena o kojima Putnik nije obavijestio Organizatora putovanja.

PRIENOS UGOVORA NA DRUGOG PUTNIKA

Prije početka paket-aranžmana Ugovaratelj može prenijeti Ugovor na drugog Putnika koji ispunjava sve uvjete koji se primjenjuju na taj Ugovor o čemu je dužan obavijestiti Agenciju pisanim putem najkasnije 7 dana prije početka paket-aranžmana. Ugovaratelj i Putnik na kojeg je prenesen Ugovor solidarno su odgovorni Agenciji za plaćanje iznosa cijene, te pored toga i svih eventualnih dodatnih naknada, pristojbi ili ostalih troškova koji proizlaze iz prijenosa Ugovora o kojima ih je Agencija obavijestila te im dostavila dokaz o njihovom nastanku.

IZMJENE UGOVORA OD STRANE AGENCIJE

Agencija nakon sklapanja Ugovora, a prije početka paket-aranžmana može dostavom pisane obavijesti Ugovaratelju jednostrano izmijeniti uvjete Ugovora pod uvjetom da je takva izmjena beznačajna, to jest da značajno ne mijenja niti jedno od glavnih obilježja usluga putovanja, ne umanjuje razinu kvalitete ili vrijednosti paket-aranžmana, niti uzrokuje značajnije neugodnosti ili dodatne troškove za Putnika.

Ako je Agencija nakon sklapanja Ugovora, a prije početka paket-aranžmana prisiljena znatno izmijeniti bilo koje od glavnih obilježja usluga putovanja ili ne može ispuniti ugovorene posebne zahtjeve Putnika navedene u Ugovoru, dužna je bez odgode o tome obavijestiti Ugovaratelja pisanim putem. Navedena obavijest uključivat će opis predloženih izmjena Ugovora i eventualnog zamjenskog paket-aranžmana koji Agencija može ponuditi Ugovaratelju. Osim ako je drugačije navedeno u takvoj pisanoj obavijesti Agencije, ako u roku od tri dana od primitka navedene obavijesti Agencije Ugovaratelj pisanim putem ne obavijesti Agenciju da prihvaća izmijenjeni Ugovor ili ponuđeni zamjenski paket-aranžman, Ugovor se smatra raskinutim, te će Agencija bez odgode, a najkasnije u roku od 14 dana, vratiti Ugovaratelju/Putnicima do tada uplaćeni dio cijene, a Ugovaratelj ima pravo i na primjerenu naknadu pretrpljene štete osim ako Agencija dokaže da je do prijedloga izmjene Ugovora došlo iz Razloga za koje Agencija ne odgovara. Ako izmjene Ugovora imaju za posljedicu paket-aranžman niže kvalitete ili cijene, Ugovaratelj ima pravo na primjereno sniženje cijene.

NEMOGUĆNOST IZVRŠENJA ZNATNOG DIJELA USLUGA PUTOVANJA

Ako znatan dio usluga putovanja nije moguće pružiti u skladu s Ugovorom, Agencija će radi nastavka paket-aranžmana ponuditi Ugovaratelju odgovarajuće alternativne aranžmane, po mogućnosti jednake ili više kvalitete od onih navedenih u Ugovoru, bez dodatnih troškova za Ugovaratelja i Putnike, uključujući i u slučaju kada Putnicima nije pružen povratak u mjesto polazišta onako kako je ugovoreno.

Ako Agencija predloži alternativni putni aranžman čija je posljedica paket-aranžman niže kvalitete od one navedene u Ugovoru, Agencija je dužna Ugovaratelju odobriti primjereno sniženje cijene. Ugovaratelj može odbiti predložene alternativne putne aranžmane samo ako oni nisu usporedivi s onim što je bilo dogovoreno u Ugovoru ili ako je odobreno sniženje cijene neprimjereno.

Ako nesukladnost znatno utječe na izvršenje paket-aranžmana i ako Agencija nije ispravila nesukladnost u razumnom roku koji je odredio Ugovaratelj, Ugovaratelj može raskinuti Ugovor bez plaćanja naknade za raskid te zahtijevati, prema potrebi, sniženje cijene i/ili naknadu štete u skladu s odredbama ovih Općih uvjeta koje uređuju pravo na sniženje cijene i naknadu štete.

Ako nije moguće osigurati alternativne aranžmane ili ako Ugovaratelj odbije predložene alternativne aranžmane u skladu s odredbama ovih Općih uvjeta, Ugovaratelj ima pravo, prema potrebi, na sniženje cijene i/ili naknadu štete u skladu s odredbama ovih Općih uvjeta koji određuju pravo na sniženje cijene i naknadu štete, bez raskidanja Ugovora.

Ako paket-aranžman uključuje prijevoz Putnika, Agencija će u slučajevima iz prethodna dva odlomka ovih Općih uvjeta osigurati bez nepotrebnog odgađanja repatrijaciju Putnika jednakovrijednim prijevozom, bez dodatnih troškova za Putnika. Dodatni troškovi idu na teret Agencije.

SNOŠENJE TROŠKOVA NUŽNOG SMJEŠTAJA

Kada zbog izvanrednih okolnosti koje se nisu mogle izbjeći nije moguće osigurati povratak Putnika u skladu s Ugovorom, Agencija će snositi troškove nužnog smještaja najviše do tri noćenja po Putniku, ako je moguće u jednakovrijednoj kategoriji smještaja predviđenoj Ugovorom. Ako su zakonodavstvom Europske unije o pravima Putnika koje se primjenjuje na relevantna prijevozna sredstva za povratak Putnika predviđena dulja razdoblja, primjenjuju se ta razdoblja.

Ograničenje troškova iz prethodnog odlomka ovih Općih uvjeta ne primjenjuje se na osobe smanjene pokretljivosti, definirane člankom 2. točkom (a) Uredbe (EZ) br. 1107/2006 Europskog parlamenta i Vijeća od 5. srpnja 2006. o pravima osoba s invaliditetom i osoba smanjene pokretljivosti u zračnom prijevozu (SL L 204, 26.7.2006.) te na bilo koju osobu koja ih prati, na trudnice, maloljetnike bez pratnje i na osobe kojima je potrebna posebna medicinska pomoć pod uvjetom da je Agencija o njihovim posebnim potrebama obaviještena najmanje 48 sati prije početka paket-aranžmana.

Agencija se ne može pozivati na izvanredne okolnosti koje se nisu mogle izbjeći radi ograničavanja odgovornosti u skladu s odredbama ovog odlomka Općih uvjeta ako se pružatelj prijevoznih usluga ne može pozivati na takve okolnosti u skladu s primjenjivim zakonodavstvom Europske unije.

OBVEZE I ODGOVORNOSTI AGENCIJE

Agencija je kao organizator putovanja odgovorna za izvršenje paket-aranžmana kao cjeline, to jest za izvršenje svih usluga koje su uključene u cijenu paket-aranžmana.

Ako u Programu putovanja nije izričito predviđeno drugačije, Agencija će ugovorene usluge pružiti na engleskom jeziku.

Agencija će bez nepotrebnog odgađanja Putniku u poteškoćama pružiti primjerenu pomoć, posebice pružanjem primjerenih informacija o zdravstvenim službama, lokalnim tijelima i konzularnoj pomoći i pomaganjem Putniku pri uspostavljanju daljinske komunikacije i pri pronalaženju alternativnih putnih aranžmana. Ako je Putnik takvu poteškoću prouzročio namjerno ili nepažnjom, Agencija može naplatiti navedenu pomoć u visini svojih stvarnih troškova.

Ugovaratelj je dužan Agenciji dati sve potrebne osobne podatke svakog od Putnika i pravodobno dostaviti Agenciji svu dokumentaciju potrebnu za organizaciju i realizaciju putovanja. Agencija ima pravo zatražiti i zadržati preslike dokumenata ako je to potrebno za realizaciju putovanja. Ako Ugovaratelj ne dostavi tražene podatke i preslike dokumenata u roku i na način kako je Agencija zatražila, smatra se da je odustao od rezervacije odnosno raskinuo Ugovor te je Ugovaratelj dužan platiti Agenciji ugovoreni iznos naknade za raskid Ugovora. Ugovaratelj je odgovoran za svu štetu koja za Ugovaratelja ili bilo kojeg Putnika ili Agenciju nastane zbog davanja netočnih i/ili nepotpunih podataka i/ili dokumenata.

Osim ako je izričito drugačije predviđeno Ugovorom, Ugovaratelj je dužan pribaviti svaku putovnicu, vizu, zdravstvenu iskaznicu ili drugu putnu dokumentaciju potrebnu za putovanje i boravak u inozemstvu za sve Putnike te osigurati da je navedena dokumentacija u svakom trenutku u cijelosti potpuna i valjana.

Ugovaratelj je dužan obavijestiti Agenciju prije sklapanja Ugovora o svim činjenicama u pogledu zdravlja, navika i sl. svakog od Putnika koje bi mogle ugroziti odvijanje putovanja (uključujući ako Putnik iz zdravstvenih i drugih razloga traži određenu vrstu hrane, boluje od kronične bolesti, alergija i sl.). Ako su u Programu putovanja navedena posebna pravila za putovanje (poput primjerice obveznog cijepljenja i nabavke odgovarajućih dokumenata), Putnik je dužan ispuniti navedene zahtjeve.

Putnik je dužan pridržavati se pravila smještajnih jedinica u pogledu vremena početka korištenja soba, apartmana, kabina i sl., te vremena njihovog napuštanja. Ako Putnik na bilo koji način narušava sigurnost, mir ili udobnost drugih Putnika ili trećih osoba ili ugrožava i/ili otežava redovno odvijanje Programa putovanja, Agencija osim prava na naknadu štete ima pravo prekinuti putovanje za tog Putnika i nastaviti provedbu paket-aranžmana bez njega. Ako je u tom slučaju Putnik maloljetna osoba, Ugovaratelj je dužan osigurati povratak Putnika kući o vlastitom trošku.

Putnik će se pridržavati svih razumnih naputaka predstavnika Agencije i u dobroj vjeri surađivati s predstavnikom Agencije. U slučaju bilo kakvog nezadovoljstva, Putnik je dužan u dobroj vjeri surađivati s predstavnikom Agencije i nastojati razriješiti predmet nezadovoljstva, bez ometanja drugih Putnika i trećih osoba, te narušavanja ugleda Agencije.

U slučaju povrede obveza iz Ugovora i primjenjivih propisa, Ugovaratelj i Putnik će odgovarati za svaku štetu koju pretrpi bilo koji Putnik, Agencija, bilo koji pružatelj usluga uključen u paket-aranžman ili bilo koja treća osoba, te će obešteti Agenciju od svih zahtjeva po toj osnovi. Ugovaratelj je solidarno odgovoran s Putnikom za obveze Putnika iz prethodne rečenice.

POSEBNA PRAVILA VEZANO ZA COVID-19

Ugovaratelj i Putnici upoznati su, te u potpunosti razumiju:

- da je Svjetska zdravstvena organizacija (WHO) dana 11.03.2020. proglasila Covid-19 pandemijom;
- da je Covid-19 zarazna i opasna bolest koja može uzrokovati teže zdravstvene posljedice, uključujući i smrt oboljele osobe;
- da osobe zaražene Covidom-19 ne moraju odmah pokazivati simptome karakteristične za ovu bolest, a neke od njih uopće ne razviju simptome;

da su diljem svijeta donesene različite obvezujuće mjere s ciljem suzbijanja i sprečavanja širenja Covida-19, pri čemu takve mjere mogu biti donesene od strane nadnacionalnih, nacionalnih, federalnih, regionalnih ili lokalnih nadležnih vlasti, a mogu uključivati potpunu ili djelomičnu zabranu putovanja u određenim lokacijama, zabranu ili ograničenje ulaska ili izlaska iz određene zemlje, regije ili bilo kojeg drugog područja, obvezu prezentiranja recentnog negativnog Covid-19 testa i/ili dokaza o cijepljenju protiv Covid-19 i/ili potvrde o preboljenju Covid-19 prilikom ulaska ili izlaska iz zemlje, regije ili bilo kojeg drugog područja ili prilikom poduzimanja određene aktivnosti (npr. leta zrakoplovom), obveznu karantenu odnosno samoizolaciju prilikom ulaska ili izlaska iz zemlje, regije ili bilo kojeg drugog područja, obvezu nošenja zaštitnih maski, obvezu mjerenja tjelesne temperature prilikom ulaska na određene lokacije ili događaje i zabranu pristupa osobama s povišenom tjelesnom temperaturom, obvezu dezinfekcije ruku ili stopala u određenim prilikama, socijalno distanciranje, potpuno zatvaranje ili ograničeno radno vrijeme, opseg usluga ili broj posjetitelja javnih ili prirodnih znamenitosti, državnih službi, trgovina ili ugostiteljskih objekata, ukidanje javnih događaja (poput koncertnih priredbi ili sportskih događaja) ili njihovo održavanje bez gledatelja ili uz ograničen broj gledatelja, itd.;

da su takve obvezne mjere podložne promjenama, to jest da u svakom trenutku mogu stupiti na snagu blaže, ali i strože mjere;

da pored ovakvih obveznih mjera neke države objavljuju neobvezujuće preporuke o izbjegavanju putovanja u određene jurisdikcije i regije koje su također podložne promjenama;

da je moguće da su uslijed Covid-19 neki prijevoznici (npr. avio-kompanije, autobusni prijevoznici, itd.) uveli, ili će uvesti, posebne mjere i ograničenja koja su također podložna promjenama.

S obzirom da su Ugovaratelj i Putnici u potpunosti upoznati i svjesni da putovanje poduzimaju u vrijeme Covid-19 i povezanih rizika (uključujući gore navedene rizike), Ugovaratelj i Putnici u potpunosti prihvaćaju sljedeće:

Obvezujuće Covid-19 mjere i restrikcije koje su na snazi ili mogu stupiti na snagu na destinaciji putovanja (uključujući obvezu nošenja zaštitnih maski, obvezu mjerenja tjelesne temperature prilikom ulaska na određene lokacije ili događaje i zabranu pristupa osobama s povišenom tjelesnom temperaturom, obvezu dezinfekcije ruku ili stopala u određenim prilikama, socijalno distanciranje, potpuno zatvaranje ili ograničeno radno vrijeme, opseg usluga ili broj posjetitelja javnih ili prirodnih znamenitosti, državnih službi, trgovina ili ugostiteljskih objekata, ukidanje javnih događaja poput koncertnih priredbi ili sportskih događaja ili njihovo održavanje bez gledatelja ili uz ograničeni broj gledatelja, itd.) nemaju značajan utjecaj na zadovoljstvo Putnika, te Agencija ne snosi nikakvu odgovornost prema Ugovaratelju ni Putnicima po toj osnovi. Agencija i Putnici dužni su se u svakom trenutku pridržavati svih takvih obvezujućih mjera i restrikcija.

Ugovaratelj i Putnici su dužni osigurati da svaki Putnik zadovolji sve Covid-19 mjere nametnute od strane bilo koje nadležne vlasti ili pružatelja usluga za dolazak ili odlazak s destinacije putovanja, pristup bilo kojem događaju i lokaciji uključenima u putovanje, te pristup bilo kojem prijevoznom sredstvu (npr. zrakoplov, plovilo, itd.) bez obzira radi li se o prijevozu koji je uključen u putovanje ili ne, uključujući obvezu pribavljanja i prezentiranja recentnog negativnog Covid-19 testa i/ili dokaza o cijepljenju protiv Covid-19 i/ili potvrde o preboljenju Covid-19, te Agencija ne snosi nikakvu odgovornost prema Ugovaratelju ni Putnicima po toj osnovi.

Ako bilo koji od Putnika nakon sklapanja Ugovora bude pozitivno testiran na Covid-19, ili mu je izrečena mjera samoizolacije, ili je bio u bliskom kontaktu s osobom pozitivno testiranom na Covid-19, Ugovaratelj je dužan o tome bez odgode obavijestiti Agenciju pisanim putem. Ako se navedeno dogodi

bolesti na putovanju, oštećenja i gubitka prtljage, dragovoljno zdravstveno osiguranje za vrijeme puta i boravka u inozemstvu, osiguranje za slučaj otkaza putovanja te osiguranje kojim se osiguravaju troškovi pomoći i povratka putnika u mjesto polazišta u slučaju nesreće i bolesti. Informacije o sadržaju tih osiguranja dostupne su sljedećim mrežnim stranicama osiguravatelja [POVEZNICA](#). Opći uvjeti poslovanja te Politika privatnosti osiguravatelja dostupni su na sljedećoj [POVEZNICI](#). Osim ako je u Ugovoru izričito navedeno, cijene navedenih osiguranja nisu uključene u cijenu paket-aranžmana.

OSIGURANJE JAMČEVINE

Sukladno ZPUT Agencija je dužna za svaki paket-aranžman osigurati jamčevinu za slučaj nesolventnosti kod društva za osiguranje ili banke u Republici Hrvatskoj radi a) povrata svih novčanih sredstava uplaćenih od strane Ugovaratelja i/ili u vezi s Ugovorom o putovanju u paket-aranžmanu za ugovorene usluge čije je izvršenje izostalo, ili koje neće biti izvršene, ili će tek djelomično biti izvršene, zbog nesolventnosti ili stečaja organizatora i b) naknade troškova nužnog smještaja Putniku, ishrane, povratka Putnika s trenutnog mjesta putovanja u mjesto polaska na putovanje, ako je Ugovorom o putovanju u paket aranžman uključen prijevoz Putnika, kao i sve nastale tražbine po toj osnovi, koje su prouzročene zbog nesolventnosti ili stečaja Organizatora putovanja.

Agencija ima kod osiguravajućeg društva Generali osiguranje d.d. sklopljen Ugovor osiguranja jamčevine. U slučaju nastanka osiguranog slučaja, Putnik treba na najbrži način kontaktirati osiguravatelja na: Generali osiguranje d.d., podružnica Zagreb, Slavenska Avenija 1B, HR-10000 Zagreb, OIB: 10840749604, Tel.: +385/1 460 0400, E-mail: info.hr@generali.com, broj police osiguranja jamčevine: P15-1020001018, vrijedi do 14.04.2025. Ovo vrijedi kao potvrda o osiguranju za slučaj stečaja ili platne nemogućnosti Agencije i osiguranju od odgovornosti za štetu.

OSIGURANJE OD PROFESIONALNE ODGOVORNOSTI

Sukladno ZPUT Agencija je dužna s osiguravateljem sklopiti ugovor o osiguranju od odgovornosti za štetu koju prouzroči Putniku neispunjenjem, djelomičnim ispunjenjem ili neurednim ispunjenjem obveza koje se odnose na paket aranžman.

Agencija ima kod osiguravajućeg društva Generali osiguranje d.d. sklopljen ugovor o osiguranju od profesionalne i javne odgovornosti. Kontakt podaci osiguratelja su: Generali osiguranje d.d., podružnica Zagreb, Slavenska Avenija 1B, HR-10000 Zagreb, OIB: 10840749604, Tel.: +385/1 460 0400, E-mail: info.hr@generali.com, broj police osiguranja od profesionalne i javne odgovornosti: P13-1020267435, vrijedi do 14.04.2025. Ovo vrijedi kao potvrda o osiguranju za slučaj stečaja ili platne nemogućnosti Agencije i osiguranju od odgovornosti za štetu.

PRIGOVORI PUTNIKA

Ugovaratelj i/ili Putnik je dužan bez nepotrebnog odgađanja i vodeći računa o okolnostima, obavijestiti Agenciju putem kontaktne točke Agencije navedene u Ugovoru o svakoj nesukladnosti koju utvrdi tijekom ispunjenja usluge putovanja obuhvaćene Ugovorom. Agencija će na zahtjev Ugovaratelja odnosno Putnika ispraviti tu nesukladnost, osim ako to nije moguće ili ako bi otklanjanje nesukladnosti

prouzročilo nesrazmjerne troškove uzimajući u obzir razmjer nesukladnosti i vrijednost usluga putovanja na koje nesukladnost utječe. Ako Agencija ne ispravi nesukladnost iz razloga koji su navedeni u prethodnoj rečenici, Ugovaratelj ima pravo na sniženje cijene, te pored toga i na naknadu štete osim ako Agencija dokaže da je ista posljedica Razloga za koje Agencija ne odgovara. Ako Agencija ne ispravi nesukladnost u razumnom roku koji je odredio Ugovaratelj odnosno Putnik, Ugovaratelj i/ili Putnik to može učiniti sam te zahtijevati naknadu nužnih troškova. Ugovaratelj odnosno Putnik nije dužan odrediti Agenciji razuman rok za ispravljanje nesukladnosti ako je Agencija odbila ispraviti nesukladnost ili ako je nesukladnost potrebno ispraviti odmah.

MOGUĆNOST STUPANJA U KONTAKT S AGENCIJOM

Ugovaratelj je u mogućnosti izravno stupiti u kontakt s Agencijom kako bi zatražio pomoć ako se nađe u poteškoćama ili kako bi prijavio svaku nesukladnost koju utvrdi tijekom izvršenja paket-aranžmana. Kontakt podaci Agencije su sljedeći: ILIOS TRAVEL COMPANY d.o.o. turistička agencija, Jezerska 32c, HR-10000 Zagreb, Tel. 1 (u Hrvatskoj): +385/91 547 4546 ili Tel. 2 (u Sloveniji): +386/70 393 849, Email: info@ililuxurytravel.com, kontakt osoba: Romana Šešlak Cvijanović (direktor i voditelj poslovnice).

ZAVRŠNE ODREDBE

Smatrat će se da je dostava obavijesti između Ugovornih strana sukladno Ugovoru valjano izvršena pisanim putem ako je poslana: (i) preporučenom poštom s povratnicom ili (ii) e-mailom na posljednju adresu, odnosno e-mail adresu o kojoj je jedna Ugovorna strana obavijestila drugu pisanim putem. Ugovaratelj je isključivo odgovoran za točnost adrese, odnosno e-mail adrese za slanje obavijesti o kojoj je obavijestio Agenciju, te je dužan bez odgode pisanim putem obavijestiti Agenciju o bilo kakvoj promjeni podataka za slanje obavijesti.

Opće informacije o Agenciji dostupne su na mrežnim stranicama Agencije: www.ililuxurytravel.com. Središnja kontaktna točka za administrativnu suradnju u skladu s odredbama ZPUT-a je Ministarstvo Turizma i Sporta Republike Hrvatske, Prisavlje 14, 10 000 Zagreb, e-mail: pravni@mints.hr, tel: + 385 1 6169 243. Nadležno tijelo za nadzor poslovanja Agencije je Državni inspektorat, Turistička inspekcija, Šubićeva ulica 29, 10 000 Zagreb, Hrvatska, e-mail: turisticka.inspekcija@dirh.hr, tel: + 385 1 2375 100.

Ugovorne strane će sve eventualne sporove vezano za Ugovor (uključujući njegovo izvršavanje i prestanak) pokušati riješiti sporazumno, a ako to nije moguće bit će nadležan sud u Zagrebu, Hrvatska. Mjerodavno pravo je pravo Republike Hrvatske (isključujući njegove odredbe o sukobu zakona koje bi upućivale na primjenu stranog prava).

Za usluge kupljene putem interneta platforma za mrežno rješavanje potrošačkih sporova dostupna je na poveznici:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.adr.show>.

Ako bilo koja odredba Ugovora ili ovih Općih uvjeta jest ili postane ništetna, nevaljana ili neizvršiva, ili ako Ugovor sadrži nenamjeravanu ugovornu prazninu, to neće utjecati na valjanost ili izvršivost ostatka Ugovora. Bilo koja takva ništetna, nevaljana ili neizvršiva odredba će se smatrati zamijenjenom, a praznina upotpunjenom, odgovarajućom odredbom koja je sukladno gospodarskoj svrsi i cilju te



odredbe i/ili Ugovora, u mjeri u kojoj je to zakonski dopušteno, najbliža izvornoj namjeri Ugovornih strana.

Ovi Opći uvjeti isključuju sve ranije izdane opće uvjete poslovanja Agencije o putovanjima u paket-aranžmanu, te stupaju na snagu s datumom objavljivanja na mrežnim stranicama Agencije, odnosno dana 1.1.2024. godine. Agencija zadržava pravo izmjene ovih Općih uvjeta u bilo kojem trenutku objavljivanjem izmijenjenog teksta Općih uvjeta na mrežnim stranicama Agencije, koji stupa na snagu s danom objave.

Zagreb, 1. siječnja, 2024.