

## **General terms and conditions of the package travel contract of the travel agency DMC Hidden Gems d.o.o.**

### **A. GENERAL PROVISIONS**

1. These instructions and conditions for booking and purchasing travel arrangements (hereinafter referred to as Instructions and Conditions) are an integral part of the Contract concluded between Tourist Agency DMC Hidden Gems, Put Borka 8, 21310 Omiš, OIB: 99563141849 and the traveler/contracting party of the travel arrangement (hereinafter referred to as Traveler) who applies for a travel arrangement.
2. These General Terms contain important information that the travel organizer DMC Hidden Gems d.o.o., tourist agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 (hereinafter referred to as the Agency), registered in the court register of the Commercial Court in Split under MBS number: 05616905, is obliged to inform the Traveler about by the provisions of the Law on Providing Services in Tourism and, as such, they constitute an integral part of the package travel contract.
3. The Traveler is obliged to review the content of these General Terms carefully and separately provided standard information for package travel contracts prescribed by the relevant annexes of the Law on Providing Services in Tourism before committing to the Contract in any way. The scope of information in these documents and the time required to become familiar with them cannot be a basis for claiming that the Traveler could not review them properly.
4. These General Terms and Conditions (hereinafter referred to as General Terms) are an integral part of every travel program (hereinafter referred to as arrangement or travel program), and thus of the Package Travel Contract (hereinafter referred to as the Contract) concluded between the Travel Organizer (hereinafter referred to as the Agency), on one side, and the Travel Contracting Party (hereinafter referred to as the Traveler) on the other side.
5. If the Contract and/or Travel Program specify different terms regarding any of the points in these General Terms, the following order applies: first, what is defined in the Contract, then the Travel Program, followed by the General Terms.
6. The terms used in these General Terms and Conditions are gender-neutral, ensuring equal treatment and respect for all travelers, regardless of their gender. This principle of fairness extends to all aspects of these General Terms and Conditions, including the application of terms to both singular and plural forms.

7. These General Terms and Conditions, with a clear and predictable effective date of 01.01.2025., provide travelers with the necessary information and security when concluding a package travel contract. For contracts concluded before this date, the provisions in force at the time of contract conclusion shall apply, ensuring a consistent and fair application of the terms.

8. These General Terms and Conditions apply only to package travel arrangements where the Agency is the organizer. Therefore, these General Terms and Conditions do not apply in cases where the Agency acts as an intermediary and/or sells services of other travel agencies. In cases where the Agency acts as an intermediary and/or sells services of other travel agencies, the responsible travel organizer will be specified in the Contract, and the general terms and conditions of that organizer will apply, which the Agency will make available to the Traveler. It is considered that the General Terms and Conditions of the Agency apply unless otherwise specified in the Contract.

9. The provisions of these General Terms and Conditions are designed to accommodate a variety of travel arrangements. They do not apply to combinations of travel services that are not intended for the same trip or holiday, that cover a period of less than 24 hours, except when overnight accommodation is included, and that are purchased based on a general agreement for organizing business trips.

10. A travel service that the organizer combines within a package travel arrangement is considered to be:

- Passenger transport services, Accommodation that is not an inseparable part of passenger transport and is not intended for residential purposes,
- Car rental, rental of another self-propelled motor vehicle with at least four wheels and a speed greater than 25 km/h, or rental of motorcycles requiring a category A driving license.

11. A combination of a single transport, accommodation, or vehicle rental service with one or more other tourist services is not considered a package travel arrangement if the other tourist services do not account for more than 25% of the total value of the combination, are not advertised as a key feature of the combination, do not otherwise represent a key feature of the combination, or were selected and purchased only after the execution of the transport, accommodation, or vehicle rental service had already begun.

12. An excursion refers to the combination of at least two individual services for the same trip or holiday, consisting of transport or other tourist and hospitality services, lasting less than 24 hours, and not including overnight accommodation.

13. In the event of a dispute that cannot be resolved amicably or through alternative consumer dispute resolution mechanisms, the applicable law and jurisdiction of the court at the seat of the travel organizer shall apply.

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Company management: Yvan Mandalić. Account number HR3524070001100260432 opened at OTP BANK d.d.

Gundulićeva 36, 21000 Split

## **B. DEFINITIONS AND MEANING OF BASIC TERMS**

1. The terms used in these General Terms and Conditions have the meaning established by the Law on Providing Services in Tourism (NN 130/2017), unless explicitly stated otherwise.

2. "Law and/or ZPUT" means the Law on Providing Services in Tourism (NN 130/17, 25/19, 98/19, 42/20, 70/21) along with all its potential future amendments and supplements.

3. Certain terms within the meaning of these General Terms and Conditions have the following meanings:

3a. "General Terms" refer to these General Terms and Conditions and represent a set of pre-determined business conditions applicable to the Agency's package travel arrangements.

3b. "Agency" means the tourist agency DMC Hidden Gems d.o.o., headquartered at Put Borka 8, 21310 Omiš, Croatia, registered in the court register of the Commercial Court in Split under MBS: 05616905, OIB: 99563141849.

3c. "Travel Program" means a document that forms an integral part of the Contract and contains pre-contractual information for package travel arrangements, particularly in accordance with Article 29, paragraph 1, items a), c), d), e), and g) of the Law. In addition to these, the Travel Program may also include other information that the Agency considers useful.

3d. "Traveler" is any person who wishes to conclude a package travel contract or who has the right to travel based on a concluded package travel contract. The Traveler who enters into a package travel contract assumes the obligation to inform all persons who are entitled to travel under the contract about the rights and obligations arising from the provisions of the package travel contract, as well as all additional information received through personal contact with the representatives of the organizer or via email.

## **C. PRE-CONTRACTUAL INFORMATION**

1. Pre-contractual information forms an integral part of the Contract. By signing the Contract, the Traveler fully accepts all pre-contractual information and standard information about the package travel arrangement provided by the Agency, which the Traveler has previously carefully reviewed.

2, All pre-contractual information provided to the Traveler by the organizer forms an integral part of the package travel contract. However, the organizer may modify this information before the Contract is concluded, provided that all changes to the pre-contractual information are clearly, comprehensibly, and prominently communicated to the Traveler.

3. Along with the General Terms of Travel, the Traveler will also receive a document containing:
- A form with standard information for the Package Travel Contract
  - The most essential rights by the Law on Providing Services in Tourism.

#### **D. TRAVEL PROGRAM**

1. The tourist agency DMC Hidden Gems, Put Borka 8, 21310 Omiš, OIB: 99563141849, as the travel organizer, guarantees the execution of the Travel Program according to the description of the package travel arrangement by the pre-contractual information, the Contract, and all its integral parts.

2. The Travel Program contains the main characteristics of the travel services (destination, travel itinerary and duration of stay, number of overnight stays if accommodation is included, schedule of events, tours, and free time, etc.), the total price and payment methods, general information on passport and visa requirements, and other relevant travel details. This program is equally binding for the Traveler and the Tourist Agency DMC Hidden Gems, Put Borka 8, 21310 Omiš, OIB: 99563141849.

3. The Tourist Agency DMC Hidden Gems, Put Borka 8, 21310 Omiš, OIB: 99563141849, will fully implement the content of the Travel Program in the agreed and described manner, except in cases of extraordinary circumstances (e.g., war, riots, strikes, terrorist activities, sanitary disruptions, natural disasters, traffic accidents, sudden and unusual traffic congestion, interventions by competent authorities, situations beyond the Agency's control, disruptions in schedules and delays of transportation services, adverse weather conditions, epidemics, pandemics, etc.).

4. Unless otherwise stated, all conditions indicated in the Travel Program related to the destination country's regulations regarding travel documents and visas, the approximate duration for obtaining visas, information on currency exchange, border, customs, and health regulations stated in the pre-contractual information apply exclusively to Croatian citizens. If such information is not explicitly mentioned in the pre-contractual information, it means that no special requirements exist for Croatian citizens traveling to the destination country other than possessing a valid identity card and/or passport.

5. If a Traveler who is not a Croatian citizen intends to use the package travel services, they are obliged to inform the Agency before concluding the Contract to obtain general information about the destination country's conditions regarding passports and visas, the approximate duration required to obtain visas, and information about health requirements in the destination country.

## **E. TRAVEL REGISTRATIONS**

1. The Traveler may submit their inquiry and/or request for booking a package travel arrangement from the offer of Tourist Agency DMC Hidden Gems d.o.o., OIB: 99563141849 via telephone HR: +385 99 257 9335; FR: +33 6 28 98 85 96, by email at [yvan@dmc-hiddengems.hr](mailto:yvan@dmc-hiddengems.hr), through the website [www.dmc-hiddengems.hr](http://www.dmc-hiddengems.hr), or via authorized agents.
2. By signing the contract, voucher, or registration form, or by providing their credit card number when purchasing services via remote communication means, the Traveler fully accepts these Instructions and Conditions, which they have previously reviewed.

### **E 1. OBLIGATION TO PROVIDE INFORMATION AND DOCUMENTS**

E 1a. When submitting a request for booking a package travel arrangement, the Traveler is obliged to provide the travel organizer with all accurate information and, if necessary, submit documents for all Travelers using the package travel arrangement services, which are essential for organizing and executing the package travel arrangement (personal documents and/or information from individual documents, proof of vaccination, health information, habits, or other limitations that may affect the execution of the package travel arrangement). The provided information and documents must match the valid personal documents that all Travelers will use during the trip.

E 1b. Everything that applies to the Traveler under the Contract also applies, in an appropriate manner, to the Traveler registered for the trip by the original Traveler unless otherwise specified.

E 1c. The Agency is not responsible for receiving, using, and/or forwarding incorrect or incomplete Traveler information and/or documents. The organizer is not liable for any consequences or costs arising from the Traveler's failure to inform the travel organizer and/or provide incorrect or incomplete information and/or documents, as these are the Traveler's sole responsibilities to conclude the package travel contract.

E 1d. In case of providing incorrect or incomplete Traveler information and/or documents, the Agency may terminate the Contract with the same effect as if the Traveler had terminated it and may demand reimbursement of all incurred costs and damages from the Traveler. If the Traveler fails to provide the required information and/or documents by the conditions and deadlines specified in the Contract, it will be considered that they have terminated the Contract, in which case the provisions on Contract termination by the Traveler will apply. In case of any changes to the Traveler's information required for organizing and executing the trip and/or documents that the Traveler will use during the trip, the Traveler is obliged to immediately provide the Agency with the updated information and/or documents. Otherwise, it will be considered that incorrect information and/or documents have been provided, and the rules applicable to the submission of inaccurate information and/or documents will apply.

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E 1e. The Traveler must inform all Travelers included in their booking request for the package travel arrangement about the Contract, the Travel Program, the Special Conditions (if applicable), and these General Terms and Conditions. By making the advance payment, the Traveler expressly confirms to the Agency that they have fulfilled this obligation. The Traveler must also inform all Travelers of any additional information received in further communication with the Agency.

Whenever the Traveler makes a statement, provides a guarantee, waiver, and/or assumes an obligation, it is considered that they are doing so in their name and on their behalf, as well as in the name and on behalf of the Traveler they registered for the trip, and, when applicable, in the name and on behalf of all other Travelers included in their booking request for the package travel arrangement. Whenever the Traveler makes a statement, provides a guarantee, waiver, and/or assumes an obligation, it is considered that they are doing so in their name and on their behalf, as well as in the name and on behalf of each Traveler included in their booking request for the package travel arrangement.

#### **F. CONCLUSION OF THE CONTRACT AND PAYMENT**

1. Upon registration and for the purpose of booking the selected service, the Traveler shall pay 30% of the arrangement price per person unless otherwise specified in the contract. The advance payment amount also depends on the Terms and Conditions of the selected accommodation unit. This advance payment is non-refundable.

2. The remaining balance up to the entire arrangement price must be paid no later than 30 (thirty) days before the start of the trip unless otherwise specified in the contract. Payment shall be made to the tourist agency's IBAN, which is stated in the general information.

#### **G. PRICE AND CONTENT OF THE PACKAGE TRAVEL ARRANGEMENT**

1. The price of the package travel arrangement is determined by the Travel Program and stated in the Contract, including taxes and, if applicable, all additional fees, charges, and other included costs listed in the Travel Program under the section "The price of the package travel arrangement includes."

2. Unless otherwise agreed, the arrangement price does not include additional services listed in the program under "The price of the package travel arrangement does not include," such as optional (non-mandatory) excursions and visits, entrance fees, travel-related insurance costs (travel insurance), all types of special services (single room, special dietary requirements, etc.), as well as any other special services specified in the individual Travel Program as not included in the price of the package travel arrangement.

3. Tourist Agency DMC Hidden Gems d.o.o., OIB: 99563141849, will inform the Traveler about special and additional services that can be offered in relation to a specific arrangement. Special and additional services (point no. 8 of these General Terms and Conditions) are generally agreed upon at the time of travel registration, and their price is added to the price of the arrangement.

4. The prices of arrangements are expressed in euros (€), calculated based on the service prices in reference currencies at the selling exchange rate of the Agency's business bank on a specific day and are valid from the date of publication of the Travel Program. The prices of services in foreign currencies included in the arrangement or specifically agreed upon at the time of travel registration are converted into euros at the selling exchange rate of the Agency's business bank on the day of the publication of the Travel Program or on the day of contracting the special services.

5. The prices stated in the programs are based on agreements between the offer of the Tourist Agency DMC Hidden Gems d.o.o., OIB: 99563141849, and its suppliers/service providers and do not have to correspond to the prices listed at the destination that is the subject of travel. Any price difference cannot be the subject of a complaint. For services that are paid for on-site, the Traveler must submit any complaint directly to the service provider.

6. All applicable discounts are explicitly stated in the Contract. Possible discounts and benefits are always mutually exclusive and never cumulative. In such a case, the Traveler may choose the discount or benefit that suits them best and for which they meet the conditions. The discount is calculated exclusively on the part of the price without mandatory or additional surcharges, which excludes tourist taxes, airline fees, port charges, or similar, as well as additional or special services (meals, excursions, transportation, etc.).

7. If the pre-contractual information includes details regarding the possibilities and method of calculating changes in the package travel arrangement prices in the event of a price reduction, the Agency will refund the Traveler the resulting price difference reduced by the administrative costs of the calculation performed by an authorized court expert. If the administrative costs of calculating the difference exceed the amount the organizer is obliged to refund, the Traveler is responsible for covering the difference at their own expense. The travel organizer will inform the Traveler of the approximate calculation costs.

8. The organizer reserves the right to change the published prices in the event of changes in accommodation prices, meals, transportation, and other services, or in the event of changes in the exchange rates of currencies that form the basis for calculating the arrangement price. An increase in the arrangement price of up to 10% does not require the buyer's consent (the increase is applied to all parts of the payment). In the event of an increase greater than 10%, the buyer has the right to terminate the contract without the obligation to compensate for damages.

9. If the price of the package travel arrangement needs to be increased, the organizer will send an appropriate notice of the price increase to the Traveler's email address no later than 20 days before the start of the package travel arrangement, along with an explanation and a calculation of the increase.

10. Airport taxes and fees for airline tickets are subject to change until the day of ticket issuance. If airport taxes increase, the Traveler is required to cover the difference in price.

## **H. ADDITIONAL AND SPECIAL SERVICES**

1. Additional services are services that are generally not included in the introductory price of the package travel arrangement, such as optional (non-mandatory) excursions and visits, entrance tickets, obtaining and/or facilitating the acquisition of visas and/or other documents required for entry, stay, or exit from a particular country, facilitation of travel-related insurance (travel insurance), and all types of special services (single room, special dietary requirements, higher category accommodation, etc.). The Traveler must request/check their availability or the possibility of their provision before submitting a booking request for the package travel arrangement.

2. Additional services specified in the Travel Program may be booked by the Traveler when submitting a booking request for the package travel arrangement. All such additional and/or special services chosen by the Traveler, which the Tourist Agency DMC Hidden Gems d.o.o., OIB: 99563141849, can provide unless otherwise specified, must be paid for separately to the Agency according to the stated price by the terms and deadlines for payment of the introductory price of the package travel arrangement.

3. The contracting party will be informed of the prices of all additional services from the Travel Program before the trip. Certain additional and special services may be designated for payment only upon arrival at the destination. In such cases, the Agency does not act as an organizer or intermediary, regardless of any assistance the tour leader and/or other Agency representative may provide to the Traveler in obtaining the service, but solely as an informant. In such cases, the Traveler may submit complaints only to the direct service provider.

Unless otherwise specified, the selection and/or modification and payment of additional/special services must be made no later than 14 days before the start of the trip.

4. The Agency is not responsible for changes in the prices of additional services by suppliers/service providers that occur after their publication in the Travel Program; in that case, it reserves the right to adjust them accordingly.

5. For trips where the Agency is the organizer, using services from other unverified local agencies at the destination is not permitted solely for the Traveler's safety. Any damages and/or costs arising from such actions are the Traveler's sole responsibility towards the Agency, other Travelers, and third parties.

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6. Unless otherwise specified, the Traveler can independently select additional services they wish to use. During free time throughout the trip, the Traveler is free to use this time for their own plans. If the Traveler wishes to separate from the group, they must inform the tour leader or another Agency representative.

If the Traveler is late for any group appointment, the tour leader, other Agency representatives, and the group are not obliged to wait. Any consequences resulting from the Traveler's delay are the Traveler's sole responsibility.

7. Outside the official Travel Program, the tour leader or another Agency representative is not obligated to spend time with the Traveler. Regardless of this provision, the tour leader or another Agency representative will always strive to assist the Traveler in any situation.

## **I. CATEGORIZATION AND DESCRIPTION OF SERVICES**

1. The offered accommodation facilities, restaurants, means of transportation, and other services in the Travel Programs are described according to the official categorization of the country being visited, valid at the time of the issuance of the Travel Program.

2. It should be noted that local categorization varies significantly between countries. The standards of accommodation, food, transportation, and other services offered by different service providers are supervised by local tourism authorities. These service standards differ between countries and are not comparable.

3. The tourist agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849, will provide the Traveler with all relevant information regarding categorization and services.

4. The tourist agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849, does not assume responsibility for any verbal or written information that does not correspond to the description of services and facilities in the published programs and that has been obtained from third parties.

## **5. ACCOMMODATION IN ROOMS/APARTMENTS**

5a. If the Traveler, when registering for a package-arrangement reservation, has not explicitly contracted an accommodation unit (room, apartment, etc.) with special features special characteristics, he will accept any officially registered accommodation unit for rent in a particular facility described in the catalog and price list.

5b. Accommodation in rooms, apartments, or other units is exclusively within the jurisdiction of the accommodation facility where the Traveler is staying.

5c. If the hotel has previously informed DMC Hidden Gems, after which DMC has notified the Traveler that the offer is based on ROH, the Traveler will accept those accommodation units that are available at that moment.

5d. Accommodation units in the hotel are considered to be reserved after the agreed deposit has been paid to the hotel. The amount of this deposit depends on the hotel's Terms and Conditions. By choosing a particular hotel, the Traveler respects the hotel's Terms and Conditions by paying the deposit.

5e. DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 can convey the wishes (stay of pets, baby cot, comfort, room orientation, floor, etc.) of the Traveler to the accommodation facility, but in no way guarantees or is responsible for their fulfillment.

5f. If the Traveler uses a triple or quadruple room in the accommodation facility, the accommodation facility most often rents a double room with an extra bed or two double beds to accommodate four people. The quality of the extra bed depends entirely on the accommodation facility. DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, is in no way responsible for the quality of the extra bed, so any dissatisfaction of the Traveler resulting from these reasons cannot be the subject of a complaint.

5g. The time of accommodation in the accommodation unit is different and indicated separately for each program. If the Traveler wishes to arrive at the contracted accommodation facility, not through the travel program, he must inform the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, no later than 24 hours before departure. The DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, will take all necessary steps to enable the Traveler to arrive earlier or later, if possible.

## **J. AMENDMENT OF THE CONTRACT/TRAVEL PROGRAM**

1. The travel organizer reserves the right, after concluding the Contract and before the start of the package arrangement, to unilaterally amend other terms and conditions of the travel contract in the package arrangement if the amendment is insignificant.

2. An insignificant amendment is any amendment that does not significantly affect the main features of the trip, reduce the quality and/or value of the package arrangement, or cause significant inconvenience and/or additional costs for the Traveler. The Organizer will send an appropriate notification to the Traveler's email address about the amendments that are considered insignificant.

3. If the Agency is forced to significantly amend any of the essential features of the travel services after concluding the Contract and before the start of the package arrangement or cannot meet the Traveler's agreed special requests specified in the Contract, it will send an appropriate notification to the Traveler's email address without undue delay.

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The notification shall include information on the proposed changes, their impact on the package price, and any alternative package arrangements that the Organizer may offer to the Traveler.

4. Unless otherwise specified in the notification, the Traveler is obliged, within 2 days of receiving the notification, to notify in the same manner as he received the notification whether he accepts the proposed change or terminates the Contract. If the Traveler does not provide the Organizer with notification of rejection of the proposed change within 2 days of the Organizer's notification, he is deemed to have agreed to the changes or any alternative package arrangement unless otherwise specified in such written notification.

5. If the changes or a possible replacement package arrangement result in a higher quality and/or value of the package arrangement and/or a higher price/additional costs, the notification will contain information about the same, and the price difference is the Traveler's responsibility. The Traveler is entitled to an appropriate price reduction if the changes or a possible replacement package arrangement result in a lower quality or price.

6. Upon receipt of the notification, if the Traveler rejects the proposed changes, he/she has the right to terminate the Contract. In such a case, the Traveler is entitled to a refund of the amount paid, and the Traveler is also entitled to appropriate compensation for the damage suffered unless the Agency proves that the proposed change to the Contract occurred for reasons for which the Agency is not responsible.

7. The Agency may terminate the package travel contract before the start of the package arrangement and fully refund all payments received for the package arrangement to the Traveler without the obligation to compensate the Traveler for damages if the organizer is prevented from performing the Contract by extraordinary circumstances that could not be avoided. If these circumstances arise, the organizer will notify the Traveler by e-mail of the termination of the Contract without undue delay before the start of the package arrangement.

8. The Agency reserves the right to change the day or time of travel due to a change in the flight schedule or due to the occurrence of extraordinary circumstances and the right to change the direction of travel if the travel conditions change (changed flight schedule, security situation in a particular country, natural disasters or other situations over which the Agency cannot influence) without compensation for damage, and by applicable regulations in domestic and international traffic. The Agency is not responsible for delays in aircraft, ships, buses, or trains (or other means of transport) or for changes in the program, non-use of services, costs incurred, and/or damages caused by such delays.

In such a situation, the Traveler is obliged to contact the immediate service provider directly with his complaint.

9. In the event of a delay in a connecting flight that affects the missed primary flight, the airline is solely responsible. The Agency cannot assist with any irregularity in air traffic, but the

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Passenger must submit a complaint directly to the airline. If overbooking occurs on the flight, the Passenger is obliged to cooperate with the airline company's representatives and must try to find an appropriate solution together with them because the airline company, not the Agency, is solely responsible for such circumstances.

10. If there is a change in the contracted accommodation facility during the realization of the trip, the Agency can replace it with an accommodation facility of the same or higher category. The Agency bears the difference in the price of accommodation. If, in such a situation, only the possibility of exchange for a lower-category accommodation facility exists, the Traveler exercises the right to an appropriate price reduction (the difference between the price of the contracted accommodation facility and the replacement accommodation facility).

11. The Agency bears no responsibility if certain activities and contents that depend on weather conditions (e.g., lack of snow, low sea temperature, precipitation, etc.) and natural phenomena (e.g., sea-blooms, appearances of insects, jellyfish, etc.) cannot be realized by the Passenger's expectations.

#### **K. TERMINATION OF THE CONTRACT BY THE TRAVELER**

1. Travellers may terminate the contract without paying any termination fee and receive a full refund of all payments if any of the essential elements of the package other than the price are significantly changed.

2. Travellers may terminate the contract without paying any termination fee before the start of the package in extraordinary circumstances, such as serious security problems at the destination that could affect the package.

3. In addition, travelers may terminate the contract at any time before the start of the package, subject to payment of a reasonable termination fee.

4. Cancellation conditions are as follows:

- If the Traveler cancels the arrangement 90-180 days (or more) before the start of the arrangement, the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 retains the paid deposit of 30% of the arrangement price per person.
- If the Traveler cancels the arrangement within 45-90 days before the start of the arrangement, the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 retains the paid advance payment of 30% of the arrangement price per person and 10% of the total arrangement price.
- If the Traveler cancels the arrangement within 30-45 days before the start of the arrangement, the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš,

OIB: 99563141849 retains the advance payment of 30% of the arrangement price per person and 15% of the total arrangement price.

- If the Traveler cancels the arrangement within 22-29 days before the start of the arrangement, the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 retains the advance payment of 30% of the arrangement price per person and 25% of the total arrangement price.
- If the Traveler cancels the arrangement within 21-15 days before the start of the arrangement, the Travel Agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849 retains the advance payment of 30% of the price of the arrangement per person and 40% of the total cost.
- If the Traveler cancels the arrangement within a period of 0-14 days before the start of the arrangement, the Tourist Agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849 retains 100% of the price of the arrangement.

5. The aforementioned cancellation costs apply to changes in the date of departure or the accommodation facility, i.e., the type of room/apartment, and to all other essential changes. Any cancellation scale different than the one listed can be found in the program and catalog to which that scale refers.

6. If a Traveler who cancels the trip finds a new user of the same reservation who meets all the stipulated conditions, the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 will only charge the costs caused by the replacement.

7. If the Traveler cancels or shortens the trip due to weather conditions, the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, will apply the above scale, and subsequent complaints will not be accepted.

## **L. CANCELLATION INSURANCE**

1. If the Traveler, when registering for the trip, foresees that he/she will have to cancel the trip due to unforeseen obstacles and to avoid the cancellation costs specified in the section of these Instructions and Conditions entitled "Cancellation of the trip," then they may pay for cancellation insurance.

2. Cancellation insurance is charged when concluding the Contract and cannot be paid subsequently.

3. The insurance premium is calculated based on the trip's value, according to the insurance company's price list.

4. An unforeseen obstacle has occurred if any of the following cases exist:

- serious illness or death of the insured person - the insured person's spouse, the insured person's child, a parent or sibling of the insured person or their spouse adopted child, or adoptive parent;
- a natural disaster declared by the competent authorities;
- military service.

5. In the event of cancellation of the arrangement, the amount of the paid cancellation insurance premium is not refunded.

6. If the Traveler has not paid cancellation insurance and must cancel the trip due to unforeseen obstacles, the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 reserves the right to make payments according to the rules in the section of these Instructions and Conditions entitled "Cancellation of the Trip." Other insurance conditions are included in the insurance policy.

7. The travel prices do not include insurance against the risk of accidents and illness during travel, insurance against damage and loss of luggage, or voluntary health insurance.

8. By signing the travel contract, of which these Instructions and Conditions are an integral part, the travelers are considered to have been offered and recommended the additional insurance listed in the previous paragraph.

9. If the Traveler requires the aforementioned insurance, they can be arranged directly with one of the insurers or with the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, whereby the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 acts only as an intermediary.

#### **M. TERMINATION OF THE AGENCY'S CONTRACT**

1. The Organizer has the right to terminate the package travel contract if the minimum number of persons required to realize the package is not reached by the Act on the Provision of Services in Tourism (Article 38, paragraph 1).

2. The minimum number of persons required to realize the package is specified in each Package Contract.

3. If the DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 cancels the trip, the Traveler has the right to a full refund of the amount paid but not compensation for damages.

4. If, after the start of the package arrangement, significant elements of the package arrangement cannot be provided as agreed, the Tourist Agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849, will provide the Traveler with alternative arrangements at no additional cost. If the contract does not provide the services, which significantly affects the package arrangement's performance, and the organizer does not correct the non-conformity, passengers may terminate the agreement for travel in the package arrangement without paying a termination fee.

5. Passengers have the right to a price reduction and/or compensation if travel services are not performed or performed improperly.

## **N. AGENCY OBLIGATIONS AND RESPONSIBILITIES**

### **1. GENERAL**

1a. The DMC Hidden Gems d.o.o. travel agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, is obliged to take care of the performance of services, as well as the selection of service providers, with the care of a good businessman and to take care of the rights and interests of the Traveler by good customs in tourism. The DMC Hidden Gems d.o.o. travel agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, takes care of and protects the interests and rights of all travelers, guided by good customs and international standards in the provision of tourist services, applying examples of good practice and consulting with the Traveler, when necessary and in the interests of the Traveler.

1b. Tourist agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849, by the provisions of the Act on the provision of services in tourism, assumes all responsibilities arising from combining and selling at least two different travel services in a package arrangement, regardless of whether the contract is concluded for all travel services in a package arrangement as a whole or the package arrangement is provided within the framework of separate contracts for individual travel services.

1c. The tourist agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849 is obliged to provide the Traveler with all contracted services for a particular arrangement and answers for possible non-performance of services or part of services.

1 d. DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 will carry out all the above obligations from its programs in full and in the described manner, except in the case of "force majeure" or changed circumstances.

1e. DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849 excludes any liability in the event of delays in means of transport for which the carrier is not liable under international conventions. If possible, DMC Hidden Gems d.o.o. Travel Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, will offer an alternative solution in such cases.

1f. The travel agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849, is not obliged to provide services outside these Instructions and conditions.

1g. No later than 3 days before departure, the Agency will deliver to the Traveler's e-mail address information on the estimated departure times and, if necessary, the deadline for registration, as well as on the estimated times for stops, traffic connections, and arrival, as well as information on the place and method of collecting the necessary receipts, vouchers, and tickets if it is not possible to send them by e-mail. If the Traveler has not received the required information within the specified period or cannot access his e-mail address for any reason, he is obliged to inform the organizer as soon as possible so that the organizer can deliver the information in another way.

1h. The DMC Hidden Gems d.o.o. travel agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, has organized its service that allows the Traveler to quickly contact the organizer's competent employees and communicate effectively with them to request assistance if they encounter difficulties or to report any non-compliance they identify during the execution of the package arrangement. Unless otherwise expressly stated in the contract, the Traveler has the following contact information available for communication with the organizer, which is located in the header of the contract.

## **2. AGENCY COMMISSION**

2a. The Traveler undertakes to pay the Travel Agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849, the agreed percentage of commission determined by the Package Agreement.

## **3. CONSERVATION OF BUSINESS SECRETS**

3a. The Travel Agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849, keeps all information about the Traveler, including their address, place and time of travel, stay, price paid, names of companions, etc., as a business secret. The DMC Hidden Gems d.o.o. travel agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, may not disclose the Traveler's data to anyone without the Traveler's consent, except in cases prescribed by law or at the request of an authorized official.

3b. The DMC Hidden Gems d.o.o. travel agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, is liable for any non-fulfillment, partial fulfillment and/or improper fulfillment of the service resulting from the package arrangement, except when the Contract, the Travel Program, these General Terms and Conditions and/or positive regulations state that the Agency is not liable.

#### **4. REMEDY OF NON-CONFORMITY**

4a. If any of the travel services are not performed in accordance with the package travel contract, at the Traveler's request, the Agency will remedy the non-conformity, unless this is not possible or if remedying the non-conformity would cause disproportionate costs, taking into account the extent of the non-conformity and the value of the travel services affected by the non-conformity.

4b. The Traveler is obliged, without undue delay and taking into account the circumstances, to notify the Agency of any non-conformity they discover during the performance of the travel service covered by the package travel contract.

4c. If the Agency fails to remedy the non-conformity for the reasons stated in the previous point of these General Terms and Conditions, the Traveler is entitled to a price reduction and compensation by the provisions of these General Terms and Conditions governing the right to a price reduction and compensation.

4d. If the Agency does not remedy the non-conformity that it is obliged to remedy within a reasonable period set by the Traveler, the Traveler may do so himself and request reimbursement of the necessary costs.

4e. The Traveler is not obliged to set the Agency a reasonable period to remedy the non-conformity if the Agency has refused to remedy the non-conformity or if the non-conformity needs to be rectified immediately.

4f. The central contact point for administrative cooperation with the central contact points of other contracting states of the Agreement on the European Economic Area regarding the insolvency protection that the organizer is obliged to apply is the Ministry of Tourism of the Republic of Croatia, Prisavlje 14, 10000 Zagreb, [pisarnica@mint.hr](mailto:pisarnica@mint.hr), +385 1 6169 111.

#### **5. INABILITY TO PERFORM A SUBSTANTIAL PART OF THE TRAVEL SERVICE**

5a. If the Package Travel Contract cannot provide a substantial part of the travel services, the Agency will, to continue the package, offer the Traveler appropriate alternative arrangements, preferably of equal or higher quality than those specified in the Contract, at no additional cost to the Traveler, including if the Traveler is not provided with a return to the place of departure as agreed.

DMC Hidden Gems d.o.o., tourist agency, Put Borka 8, 21310 Omiš. The company is registered by the Commercial court in Split under the MBS number 060450143. The Registered capital amounts to EUR 3,000.00 and is fully paid.

Company management: Yvan Mandalić. Account number HR3524070001100260432 opened at OTP BANK d.d.

Gundulićeva 36, 21000 Split

5b. If the Agency proposes an alternative travel arrangement that results in a package arrangement of lower quality than that specified in the Contract, the Agency will grant the Traveler an appropriate price reduction.

5c. The Traveler may reject the proposed alternative travel arrangements only if they are not comparable to what was agreed in the Contract or if the price reduction granted is inappropriate.

5d. If the non-conformity significantly affects the performance of the package and if the Agency has not rectified the non-conformity within a reasonable period set by the Traveller, the Traveller may terminate the package travel contract without paying a termination fee and request, as appropriate, a price reduction and/or compensation for damages by the provisions of these General Terms and Conditions governing the right to a price reduction and compensation for damages.

5e. If alternative arrangements cannot be provided or if the Traveller rejects the proposed alternative arrangements, the Traveller is entitled, by the provisions of these General Terms and Conditions, as appropriate, to a price reduction and/or compensation for damages by the provisions of these General Terms and Conditions governing the right to a price reduction and compensation for damages.

5f. If the package includes the transport of the Traveller, in the cases referred to in the previous two points of these General Terms and Conditions, the organizer shall ensure the repatriation of the Traveller by equivalent transport without undue delay, at no additional cost to the Traveller.

5g. Additional costs shall be borne by the Agency.

## **6. COSTS OF EMERGENCY ACCOMMODATION**

6a. When, due to unavoidable extraordinary circumstances, it is not possible to ensure the return of the Traveler by the Package Travel Contract, the Agency will bear the costs of emergency accommodation for a maximum of three nights per Traveler, if possible in an equivalent accommodation category agreed in the Contract. If the European Union legislation on passenger rights applicable to the relevant means of transport for the return of travelers provides for longer periods, those periods shall apply.

6b. The limitation of costs from the previous point of these General Terms and Conditions does not apply to persons with reduced mobility, as defined in Article 2(a) of Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when traveling by air (OJ L 204, 26. 7. 2006) and to any person accompanying them, to pregnant women, unaccompanied minors and

persons requiring special medical assistance provided that the Agency has been informed of their unique needs at least 48 hours before the start of the package.

6c. The Agency shall not invoke unavoidable circumstances to limit its liability by the provisions of these General Conditions if the transport service provider cannot invoke such circumstances by the applicable European Union legislation.

## **7. PRICE REDUCTION AND DAMAGE COMPENSATION**

7a. The Traveler has the right to an appropriate price reduction for each period during which there was a non-conformity in connection with the contracted trip in a package arrangement unless the organizer proves that the non-conformity can be attributed to the Traveler.

7b. The Agency is released from liability for damage if it proves that the non-conformity can be attributed to the Traveler or that the non-conformity can be attributed to a third party that is not related to the provision of travel services covered by the travel package agreement and that the non-conformity is unforeseeable or unavoidable or that the non-conformity occurred due to extraordinary circumstances that could not be avoided.

7c. The Traveler has the right, regardless of price reduction or contract termination, to demand from the Agency adequate compensation for any damage suffered due to any non-compliance, and the Agency will compensate the Traveler for such damage without undue delay.

7 d. The Agency limits in advance the amount of compensation for damages that are not the result of bodily injury or for damages that the Agency did not cause intentionally or through negligence to an amount equal to three times the total price of the package. If international conventions binding the European Union or legal regulations based on them limit the scope of compensation for damages that the provider of a travel service that is part of a package is obliged to pay or restrict the conditions under which it is obliged to compensate for such damages, in that case, the same assumptions, limitations, and exclusions shall apply accordingly to the Agency. It may invoke this fact about the Traveler.

7e. The Passenger's right to compensation or price reduction prescribed by the Act on the Provision of Services in Tourism and international conventions does not affect the Passenger's rights by:

- Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing general rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91;

- Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations;
- Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents;
- Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when traveling by sea and inland waterway, and amending Regulation (EC) No. 2006/2004;
- Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning passengers' rights in bus and coach transport and amending Regulation (EC) No. 2006/2004.

7f. The Passenger has the right to submit requests for price reduction and/or compensation by the Act on the Provision of Tourism Services and by the international conventions and regulations referred to in the previous point of these General Terms and Conditions. The compensation or price reduction to which the Traveler is entitled by the Contract and the Act on the Provision of Tourism Services and by international conventions and regulations from these General Terms and Conditions are deducted from each other to avoid excessive compensation and/or excessive price reduction. The Traveler's right to request a price reduction based on the provisions of the Act on the Provision of Tourism Services that regulate the issues of amending the Package Travel Agreement before the start of the package arrangement, the execution of the package arrangement, and the price reduction and compensation for damages expires within two years. The limitation period begins to run on the first day after the day on which the package arrangement should end according to the Contract.

## **8. PROVISION OF ASSISTANCE**

8a. The Agency shall provide appropriate assistance without undue delay to the Traveller in difficulty, particularly in circumstances where, due to unavoidable extraordinary circumstances, it is impossible to ensure the Traveler's return in accordance with the Package Travel Agreement. This assistance shall, in particular, relate to providing appropriate information on health services, local authorities, and consular assistance and assisting the Traveller in establishing remote communication and finding alternative travel arrangements.

8b. If the Traveller has caused the difficulty intentionally or through negligence, the Agency shall charge a reasonable fee for the assistance referred to in the previous point of these General Terms and Conditions, which shall not exceed the actual costs incurred by the Agency. The tour leader or another Agency representative may assist the Traveller, but not to the detriment of the program for the rest of the group. The program must be carried out without any disruption, and the Traveller shall bear all actual costs arising from his negligence.

## **9. OBLIGATION TO OFFER INSURANCE**

9a. By signing the Travel Contract, of which these General Terms and Conditions are an integral part, the Agency is obliged to offer the Traveler the recommended insurance: voluntary health insurance during the trip and stay abroad, insurance against the consequences of an accident and illness while traveling, insurance against damage and/or loss of luggage, insurance in the event of trip cancellation, and insurance that covers the costs of assistance and the return of the Traveler to the place of departure in the event of an accident and illness, and to provide information on the content of these insurances and the general terms and conditions of the insurance contract.

9b. By paying the advance payment, the Traveler confirms that the Agency has offered him all of the aforementioned insurances and has provided him with information on the content of these insurances and the general terms and conditions of the insurance contract. Unless expressly stated in the Contract, the prices of the aforementioned insurances are not included in the cost of the package arrangement.

9c. Unless otherwise specified, the Traveler may pay for the entire travel insurance package or only an individual insurance policy when concluding the Contract. The Agency emphasizes explicitly, regardless of whether the Traveler has contracted the whole travel insurance package or personal insurance policies, directly or through the Agency, that all terms and conditions from the travel insurance package and/or individual insurance policies are directly contracted between the Traveler and the insurance company, and the Agency bears no responsibility for any objection and/or non-recognition of rights by the insurance company towards the Traveler based on his request for payment under the contracted travel insurance package and/or individual insurance policies.

## **O. OBLIGATIONS AND RESPONSIBILITIES OF TRAVELERS AND CONTRACTORS**

### **1. Reservation applications and liability for travelers**

1a. When concluding the Agreement, the Traveler (for himself personally and for other persons if he concludes the Agreement on their behalf) is obliged to provide personal data and timely submit all documentation necessary for organizing the trip.

1b. The Traveler is obliged to familiarize all Travelers from his application for a package arrangement reservation with the Agreement, the Travel Program, and these General Terms and Conditions, and by paying the advance payment, the Traveler expressly confirms to the Agency that he has fulfilled this obligation.

1c. Unless otherwise specified, the Traveler is obliged to make all payments under the Agreement (for all Travelers from the application for a package arrangement reservation). Unless otherwise specified, each payment under the Agreement is distributed equally in percentages as a payment made for each Traveler included in the application for a package arrangement reservation.

1d. When applying for a package tour reservation, the Traveler is obliged to inform the Agency of all facts regarding the health, habits, etc., of all Travelers included in his application for a package tour reservation, which could jeopardize and/or significantly complicate the realization of the trip (including if the Traveler requests a specific type of food for health and other reasons, information about chronic diseases, allergies, disability, etc.). If such health conditions, habits, etc., arise after registration, the Traveler must inform the Agency immediately.

1e. Upon receipt of the Traveler's request for a special type of diet, the Agency will forward it to the service providers but is not liable for failure to fulfill the request if they are unable to offer the requested type of meal or if the service providers made omissions in implementing the request.

### **2. Compliance with regulations and rules**

2a. The traveler is obliged to inform himself in good time before the trip, fulfill and comply with all conditions of the destination country regarding passports and visas, foreign exchange, border, customs and health formalities, both of the home country, the transit country and the destination country, indicated in the pre-contractual information, and during the trip, to have all necessary travel documents, including appropriate certificates of completion of health formalities, with him and to present them to the competent officials.

2b. The traveler is obliged to comply with all regulations of the Republic of Croatia and other countries in which he stays during the trip and to adhere to the house rules and rules of conduct at all destinations and in all facilities during the trip.

### **3. Travel documents**

3a. When applying for a package tour reservation, the Traveler must provide the Agency with all accurate information and attach documents necessary for organizing and implementing the trip. The information and documents provided must correspond to the Traveler's valid personal documents that will be used during the trip. The Agency is not responsible for receiving, using, and/or forwarding incorrect or incomplete information and/or documents of the Traveler.

3b. If necessary for organizing and implementing the trip, the Agency may retain copies of the Traveler's documents. For the purpose of traveling, the Traveler is obliged to possess valid travel documents, including visas, medical documentation, letters of intent, or other documents on the basis of which he can be granted entry into a particular country, all by the applicable regulations on travel documents. The Agency will promptly inform all travelers about the necessary travel documents and documents.

3c. The Traveler is obliged to independently obtain a passport or other appropriate document based on which he can be granted entry into a particular country at his own expense. The Traveler is obliged to have a valid passport or other valid appropriate document for the entire duration of the trip, based on which he can be granted entry into a particular country. Unless otherwise specified in the Travel Program, the minimum validity of the passport is six (6) months from the date of departure from the country to which and/or through which he is traveling. The Traveler is responsible for his passport or other appropriate document based on which he can be granted entry into a particular country and is solely responsible for their possession and correctness and bears all responsibility for the consequences that may arise from not possessing and/or using an invalid passport or another document.

3d. The Traveler must check all travel documentation delivered to him by the Agency. If the Agency does not receive a complaint or request for correction from the Traveler within 24 hours of the delivery of the travel documentation, all travel documentation will be considered valid and correct. The Traveler shall bear the costs incurred upon the request and/or need for any change and/or correction of the travel documentation after the expiry of that period.

3e. In the event of loss or theft of travel documents or due to violation of foreign exchange, customs, or other regulations of the destination country, the Agency will provide the Traveler with appropriate assistance as provided for by the provisions of applicable regulations for travelers who find themselves in difficulties. The Traveler must bear the costs of such assistance,

obtaining new documents, and all additional travel services necessary to continue using the package or return to the point of departure. In doing so, the tour leader or other representative of the Agency will provide the Traveler with all possible assistance, but not to the detriment of the regular implementation of the Travel Program.

3f. If the Traveler has to interrupt the trip due to theft, destruction, loss, or any other misappropriation of a passport or other appropriate document, he is not entitled to a refund of the paid trip or any reimbursement of costs. In such a case, the Traveler will be deemed to have terminated the Contract, and the provisions for termination of the Contract by the Traveler shall apply. In such a case, the Traveler is also responsible for all costs and consequences incurred.

#### **4. Visas, other travel documents and health formalities**

4a. Unless expressly provided otherwise in the Contract, the Traveler is obliged to obtain visas and other travel documents at his own expense if and when necessary for the realization of the trip and stay abroad, and the said documentation is entirely complete and valid at all times.

4b. The Agency can, when possible, mediate the Issuance of visas and other documents with a special surcharge, but it does not guarantee the approval of visas or other documents by the competent authority or the refund of the amount paid for obtaining them.

4c. IssuanceThe Issuance of visas depends solely on the country whose visa regime is in question. The Agency is not responsible for the correctness of obtaining a visa and/or other documents. The Agency does not guarantee the accuracy of the information it received from the competent diplomatic missions and forwarded to the Traveler.

4d. If the Travel Program specifies special travel rules, such as an appropriate health document, vaccination with any type of vaccine, and/or any other condition defined by health regulations (e.g., but not limited to obtaining a certificate of recovery from a particular disease, a certificate that the Traveler has never had a specific disease, vaccination certificates, a negative PCR test, etc.), the Traveler is obliged to obtain them promptly and at his own expense and present them upon request by a representative of the Agency or the competent authority.

4e. If the Traveler does not possess valid travel documents or his visa is not approved, or does not have appropriate medical or other documentation, which results in the cancellation of the trip, the inability to depart or continue the journey, all responsibility lies with the Traveler, and it will be considered that the Traveler has terminated the Contract, in which case the provisions on termination of the Contract by the Traveler apply. In such a case, the Traveler is also responsible for all costs and consequences incurred.

## **5. Obligations and responsibilities of the Traveler at the destination**

5a. During the trip, the Traveler must comply with the regulations and customs of different countries. In the event of non-compliance, the Agency reserves the right to charge the Traveler a standard fee for any damage that may arise due to the Traveler's behavior.

5b. During the trip, the Traveler must comply with the rules on personal safety to the extent that any average person would apply them. The Agency is in no way responsible for the Traveler's actions that concern his responsibility.

5c. The Traveler is obliged to comply with the rules and house rules of the accommodation units regarding the time of the start of use of the accommodation unit (check-in time), the time of their departure (check-out time), and the use of the accommodation unit and other contents of the accommodation facility. If the Traveler in any way violates the safety, peace, or comfort of other Travelers or third parties or endangers and/or makes the regular course of the Travel Program difficult, the Agency, in addition to the right to compensation for damages, has the right to terminate the trip for that Traveler and continue the implementation of the package without him.

5d. The Traveler undertakes to comply with all reasonable instructions of the tour leader or other representative of the Agency. In the event of any dissatisfaction, the Traveler is obliged to cooperate in good faith with the tour leader or other representative of the Agency and to try to resolve the matter without disturbing other Travelers and third parties and without damaging the reputation of the Agency.

5e. In the event of any breach of the Agreement and applicable regulations, the Traveler is liable for the resulting damage and any other damage caused and suffered by the Agency, another Traveler, any service provider included in the package arrangement, or any third party. The Traveler will settle any damage caused on the spot directly to the entity to which the damage was caused. For any such damage that the Agency might settle on his behalf, the Agency has the right to collect upon return from the trip. In the event of a breach of the Agreement and applicable regulations and the damage caused by the Traveler, the Traveler is jointly and severally liable for its compensation.

## **P. BAGGAGE**

1. Regarding bus transportation, the Passenger has the right to transport one bag of standard size. If the carrier sets different restrictions on luggage transportation than the specified, the Agency will inform the Passenger about this when concluding the Contract. Children under 2 years of age are not entitled to free luggage transportation.

2. For the transportation of special luggage (e.g., musical instruments, bicycles, other sports equipment) and/or animals, the Passenger shall promptly notify the Agency before registering for the reservation of the package arrangement. The Agency will take the necessary steps to enable the Passenger to travel with special luggage and/or transport and accommodation of animals, but does not guarantee the fulfillment of such a request, nor is it responsible for its execution.
3. Unless otherwise specified, in the case of arrangements with organized transportation, the Passenger has the right to free transportation of luggage up to 15 kg on charter flights and up to 20 kg on regular air routes. For each additional kilogram of luggage (excess luggage), the Passenger must pay the airline directly according to the rules and the airline's valid price list.
4. The Passenger is obliged to take care of and control his belongings, luggage, valuables, and documents during the entire journey. The consequences that may arise from failure to do so are the Passenger's sole responsibility.
5. Luggage transported by any means is at the passenger's risk. For this reason, the Agency advises the Passenger to take out an appropriate insurance policy to insure the luggage.
6. The Agency is not responsible for destroyed, damaged, or lost luggage, nor for theft and/or any other theft of luggage, other valuables, and/or any documents of the Passenger, which occur during transportation in an accommodation facility, catering facility and/or at any other location, nor for the costs and/or consequences arising therefrom. The Passenger is obliged to report the occurrence of such a situation directly to the immediate service provider (e.g., airline, other carrier, accommodation facility, catering facility, etc.) immediately upon the occurrence of such a situation, based on which the Passenger and the immediate service provider will jointly strive to resolve the problem. If the Passenger has contracted an appropriate insurance policy that insures luggage, he is also obliged to take actions prescribed by the provisions of that policy.

## **R. INSOLVENCY AND LIABILITY INSURANCE**

1. The Agency, by the Law, has a contracted insurance policy for a guarantee in the event of the Agency's insolvency. The guarantee in the event of insolvency is insured by Wiener osiguranje Vienna Insurance Group d.d., OIB: 52848403362, under number 1322-50069124. In the event of the need to activate the guarantee, passengers should contact the issuer of the guarantee directly at Slovenska ulica 24, 10000 Zagreb, e-mail address [kontakt@wiener.hr](mailto:kontakt@wiener.hr) or telephone number 072/100-200 (information and reporting of damage).

2. By the Law, the Agency has a contracted liability insurance policy for damage caused to the Traveler by non-fulfillment, partial fulfillment, or improper fulfillment of obligations related to the package arrangement with Wiener osiguranje Vienna Insurance Group d.d., OIB: 52848403362, under number 1322-50069124. In the event of the need to exercise the right to compensation for damage, travelers should contact the insurer directly at the address Slovenska ulica 24, 10000 Zagreb, e-mail address [kontakt@wiener.hr](mailto:kontakt@wiener.hr) or telephone number 072/100-200 (information and reporting of damage).

## **S. COMPLAINTS OF PASSENGERS**

1. In the event of any inconsistency in the performance of travel services covered by the Agreement, the Traveler is obliged, without undue delay and taking into account the circumstances, to inform the Agency of the existence of inconsistency.
2. The Traveler submits a notice of non-compliance or his complaint to the Agency so that, on the spot, as soon as possible, he informs the tour manager or another representative of the Agency about the non-compliance or the reason for the complaint. If the tour manager or another representative of the Agency does not participate in the implementation of the trip, the Traveler will send his complaint to the immediate service provider and is obliged to inform the Agency about this using means that have the character of a permanent data carrier (via e-mail or the phone number listed as the Agency's contact).
3. If the Traveler does not submit his complaint on the spot and in the manner described, it will be considered that he fully accepts the service provided and the resulting situation, thereby losing any right to subsequently submit a complaint and/or request a reduction in the price of the service and/or compensation for possible damages.
4. After submitting a complaint, the Traveler is obliged to cooperate in good faith with the tour leader or other representative of the Agency or the direct service provider to eliminate the complaint's causes. If the Traveler does not accept the offered solution to the complaint on the spot that corresponds to the contracted service, the Agency will not accept subsequent complaints from the Traveler, nor is it obliged to respond to them.
5. If the cause of the complaint is not eliminated on the spot or it is not possible to eliminate it, the Traveler and the tour leader or other representative of the Agency or the direct service provider will jointly draw up a written confirmation/minute in two copies signed by both parties, one copy of which is retained by the Traveler. If the procedure takes place without the participation of the tour leader and/or other representative of the Agency but only between the direct service provider and the Traveler, the Traveler is obliged to request the issuance of a written confirmation from the direct service provider.

6. By the provisions of the Act on the Provision of Services in Tourism, the Traveler has the right to submit a complaint in writing by mail to the DMC Hidden Gems d.o.o. Tourist Agency, Put Borka 8, 21310 Omiš, OIB: 99563141849, or by e-mail to [yvan@dmc-hiddengems.hr](mailto:yvan@dmc-hiddengems.hr). We emphasize that it is in the Traveler's interest to submit any complaint in writing, and the service provider will strive to provide the contracted service or correct errors.

7. Along with the written complaint, the Traveler is obliged to submit to the Agency evidence that confirms the validity of the complaint, invoices related to additional costs, written confirmation/minutes drawn up on the spot, etc. The Agency will not consider complaints for which the Traveler does not attach a written confirmation/minute from which it must appear that the cause of the complaint could not be eliminated on the spot, as well as complaints submitted after the prescribed deadline. The Agency will consider only those complaints whose cause could not be eliminated on the spot and which were submitted in the prescribed manner and within the specified period. The passenger is obliged to make a complaint within 7 days after the end of the trip.

8. If the Traveler submits a complaint in writing after that deadline, the Tourist Agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849, is not obliged to consider it.

The Agency will not consider requests for price reduction and/or compensation for any damage without a written complaint.

9. The Agency will not consider group complaints; each Traveler is authorized to submit their complaint individually. The Traveler is not entitled to complaints related to natural phenomena, weather forecasts/weather conditions, waiting, delays, and/or traffic jams at border crossings and/or in places/locations that are the subject of the visit.

10. The Agency will confirm receipt of the complaint in writing without delay and respond to the Traveler in writing within 15 days of receiving the complaint. The Agency reserves the right to extend this deadline for a further 15 days if necessary to determine facts and circumstances relevant to the response and/or to verify information with the direct service providers.

11. During the entire period of resolving the complaint until the Agency's response, the Traveler undertakes not to submit complaints and/or requests to third parties and/or competent institutions, nor to make information related to the complaint publicly available in any way, and at the same time waives the right to sue during that time.

12. The Traveler is responsible for all consequences of failure to comply with this provision. The maximum compensation for a justified complaint may reach the amount of the disputed/complained part of the service. It may not include properly used services or the entire amount of the package arrangement.

DMC Hidden Gems d.o.o., tourist agency, Put Borka 8, 21310 Omiš. The company is registered by the Commercial court in Split under the MBS number 060450143. The Registered capital amounts to EUR 3,000.00 and is fully paid.

Company management: Yvan Mandalić. Account number HR3524070001100260432 opened at OTP BANK d.d.

Gundulićeva 36, 21000 Split

13. In accordance with the special law on alternative consumer dispute resolution, the available mechanisms for alternative consumer dispute resolution include initiating an alternative consumer dispute resolution procedure with the authorized body for alternative consumer dispute resolution, which includes the Agency, and via the platform for online consumer dispute resolution for services purchased online.

14. If the Traveler is not satisfied with the Agency's decision, then they may initiate proceedings before the authorized body for resolving consumer disputes, the Mediation Center at the Croatian Chamber of Economy, <https://www.hgk.hr/centar-za-mirenje/o-mirenju.>, address: Rooseveltov trg 2, 10000 Zagreb, e-mail address: [mirenje@hgk.hr](mailto:mirenje@hgk.hr).

15. For services purchased online, the Traveler may submit their complaint to the authorized body for alternative consumer dispute resolution using the online consumer dispute resolution platform available at the following website address <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HR>

16. They may also submit a proposal for resolving the dispute to other bodies from the list of notified bodies for alternative consumer dispute resolution. Information on notified bodies for alternative consumer dispute resolution is available on the Ministry of the Economy and Sustainable Development of the Republic of Croatia's website.

## **T. JURISDICTION OF THE COURT**

1. The traveler and the Agency will try to resolve all disagreements amicably, according to the prescribed procedure. If this is not possible, the jurisdiction of the court in Split will be agreed upon, with the application of Croatian law in the procedure, except conflict of laws provisions that would refer to the application of foreign law.

## **U. PROTECTION OF PERSONAL DATA**

1. The Traveler voluntarily provides his/her personal data to the Agency. The Agency uses the Traveler's personal data when organizing and implementing the contracted package arrangement and providing other services of the Agency.

2. The Agency collects, processes, uses and stores the Traveler's personal data in accordance with all applicable regulations. The Traveler's personal data is stored in the Agency's database, in accordance with the Agency's decision on the method of collecting, processing, using and storing personal data.

3. By applying for a package arrangement reservation, the Contracting Party gives consent (on his/her own behalf and on behalf of all Travelers included in his/her application for a package arrangement reservation) to the Agency to collect, process, use and store the Traveler's personal data for the purpose of concluding the Agreement, organizing and implementing the contracted package arrangement and providing other services of the Agency. In order to achieve these purposes, the Agency is authorized to transfer the Traveler's personal data to authorized third parties. The Agency will not transfer the Traveler's personal data out of the country, except when necessary for organizing and implementing the contracted services.

4. By inquiring or applying for a package tour reservation, the Contracting Party may give consent to the Agency to collect, process, use and store the Contracting Party's personal data for marketing purposes (e.g. sending notifications, promotions, newsletters, promotions, etc.) and for direct sales, market research, conducting business analyses, customer segmentation, statistical processing, etc. The Contracting Party may at any time refuse and/or withdraw this consent by sending a notification to the Agency using means that have the character of a permanent data carrier.

5. By concluding the Contract, the Contracting Party gives consent (on its own behalf and on behalf of all Travelers included in its application for a package tour reservation) to the Agency to use and make available (share) the Traveler's mobile phone number with other Travelers on the contracted trip for the purpose of realizing the trip and through the formation of a communication group on one of the communication applications (e.g. Whatsapp, Viber, etc.). If the Traveler does not wish to give such consent, he/she is obliged to inform the Agency of this using means that have the character of a durable data carrier, no later than 48 hours before the start of the trip.

6. By concluding the Contract, the Contracting Party gives consent (on his/her own behalf and on behalf of all Travelers included in his/her application for booking a package tour) to the Agency to use the Traveler's personal data, such as photographs and/or video materials in which the Traveler is present, etc., created and collected during the trip, for marketing purposes without any further inquiries, consents and/or restrictions. If the Traveler for any reason does not wish to be in such photographs, video materials, etc., he/she will specifically emphasize this to the tour leader or other representative of the Agency, and the cameraman/photographer, and will also independently exclude himself/herself from the frame of the recording/photographing device when creating photographs, video materials, etc.

7. By concluding the Agreement, the Contracting Party confirms that it has read the Data Protection Policy, that it has informed all the Travelers from its application for booking a package arrangement with these rules, and that the Contracting Party and all the Travelers from

its application for booking a package arrangement fully understand and accept the Data Protection Policy.

8. All employees of the Agency and business partners are responsible for respecting the principles of privacy protection.

## **V. FINAL PROVISIONS**

1. These Instructions and Terms are an integral part of the Agreement that the Traveler concludes with, Tourist Agency DMC Hidden Gems d.o.o., Put Borka 8, 21310 Omiš, OIB: 99563141849. Possible/anticipated deviations from these Instructions and Terms must be stated in the travel program text. By signing the Agreement, the Traveler fully accepts the program and these Instructions and Terms.

2. When the Agreement stipulates the obligation to communicate in writing or using means that have the character of a durable data carrier, the delivery of notices between the Traveler and the Agency is valid when the Traveler sends the notice by registered mail with return receipt or by e-mail. The valid addresses for the delivery of notices by mail and/or e-mail are those the Traveler and the Agency provided to each other. In the event of any change in the address for the delivery of mail and/or electronic mail, the entity with which the change occurred is obliged to provide information about the new address to the other party without delay in writing or using means that have the character of a permanent data carrier. If he does not do so, he is responsible for all the consequences that arise from it.

3. Obvious errors and incorrect information (on the Internet and in the press) are not binding for the Agency. The passenger does not acquire any rights towards the Agency by actions taken based on obvious mistakes and incorrect information. In the case of concluding an Agreement based on an obvious error and/or inaccurate information, the Agency may, without any obligations and/or consequences for it, terminate such an Agreement, solely with the responsibility to return the paid funds by the provisions of these General Terms and Conditions. Upon noticing apparent errors and/or incorrect information, the Agency will correct them.

4. In the event of overbooking (double booking/reservation beyond the maximum number of available seats) for any service offered by the Agency, upon noticing the overbooking, the Agency will immediately notify the Contracting Party of the situation. If the Agency cannot provide the service to the Traveler due to the situation, it may, without any obligations and/or consequences for it, terminate the Contract, solely with the responsibility to refund the paid funds, by the provisions of these General Terms and Conditions.

5. The Agency reserves the right to terminate any Contract within 7 business days from the date of its confirmation, without any obligations and/or consequences for it, solely with the responsibility to refund the paid funds, by the provisions of these General Terms and Conditions.
6. Photos and video materials published on the Agency's websites, advertising materials, and social networks are informative and non-binding.
7. The central contact point for administrative cooperation in accordance with the provisions of the Act is the Ministry of Tourism and Sports of the Republic of Croatia, Prislavlje 14, 10000 Zagreb, e-mail address [pisarnica@mints.hr](mailto:pisarnica@mints.hr); [pravni@mints.hr](mailto:pravni@mints.hr), phone number +385 1 6169 111; +385 1 6169 243.
8. The competent authority for supervising the Agency's operations is the State Inspectorate, Tourist Inspection, Šubićeva 29, 10000 Zagreb, e-mail address [turisticka.inspekcija@dirh.hr](mailto:turisticka.inspekcija@dirh.hr), phone number +385 1 2375 100.
9. If any provision of the Agreement and/or these General Terms and Conditions is or becomes null and void, invalid or unenforceable, or if the Agreement contains an unintended contractual void, this shall not affect the validity or enforceability of the remainder of the Agreement. Any such null, invalid, or unenforceable provision shall be deemed to be replaced, and the void filled, by an appropriate provision that is by the economic purpose and objective of that provision and/or the Agreement, to the extent legally permissible, closest to the original intention of the contracting parties.
10. The Agency reserves the right to amend these General Terms and Conditions at any time by publishing the amended text on its website.

In Omiš, 01.01.2025.