

General Business Terms and Conditions

L.P.D. TOURS d.o.o. turistička agencija / travel agency

Baška - otok Krk - Hrvatska

ID CODE : HR-B-51-040186792; MB : 040186792; OIB : 59634454560

General terms for providing accommodation services

1. CONTENT OF OFFER

L.P.D. TOURS d.o.o. travel agency, Frankopanska bb, 51 523 Baška (in further text the agency) insures the accommodation service to the guest according to information available on site www.lpdtours.hr, and also in accordance with the period and details of the confirmed reservation, except in case of illness or death of the host or his closest family; and also the agency is not liable for force majeure conditions that cannot be anticipated or eliminated (natural disasters: earthquakes, floods, fires, droughts, wars, strikes, acts of terrorism and restrictions issued by the government: mobilization, ban to exit the country).

2. BOOKING AND PAYMENT

Inquiries and booking for accommodation are received electronically, by e-mail or in person at the agency's offices.

When booking, the guest confirms that he accepts the General Terms entirely. In other words, everything stated in the General Terms becomes legally binding both for the guest and the agency. The agency provides the guest with all the information relevant for the journey, and also offers him travel insurance package as well as the cancellation insurance. When booking, the guest is required to give all the information necessary in the booking procedure.

To confirm the booking it is necessary to pay the advance depending on the payment method. The balance must be paid at least 15 days prior to the arrival date or directly to the host upon arrival. The guest is informed about the payment methods while confirming the reservation.

3. RESIDENCE TAX

According to the Croatian Law on the Residence Tax, guest pays the Residence Tax when paying for their accommodation. The amount of Residence Tax is stated on your price quotation. The Residence Tax is defined by the law and it varies from 2,00 to 7,00 KN per person per day for adults.

Young people from the age of 12 to 18 have a 50% discount, while children under the age of 12 are exempt from paying. The final amount of the Residence Tax is determined by the destination in the Republic of Croatia and the travel period. Some town in Croatia have also ecological tax (from 0,10 € - 0,50 € per person a day) - the taxes will be in each case noted by each offer.

4. PRICE of ACCOMMODATION UNIT

The price of accommodation includes the basic service that is published with all accommodation units. Additional services are not included in the price of the accommodation, therefore the guest pays for them separately. These services must be requested at the time of the booking.

The prices of the accommodation are in EUR.

The agency reserves the right to make changes to the stated prices (in case when the host changes prices of the accommodation or there are changes in the exchange rates). If the changes occur prior to the payment of the advance, the agency informs the guest about the price change. For customers who have paid an advance for their reservation, the agency guarantees the price of accommodation, stated in the price quotation according to which the advance was paid.

Should the changes occur in the exchange rate of the agreed currency or if there is an increase in the fees for the certain services that affect the price of the travel, that could not be anticipated by the agency, the agency reserves the right to increase the price up to 20 days prior to the arrival. Should the price increase be higher than 10% the guest has a right to cancel the reservation. In that case guest has the right to refund of the already paid amount without the right to compensation.

If more guests than are stated on the voucher arrive to the accommodation unit, the host has the right to deny the extra customers accommodation or to accommodate all of the customers at extra charge directly made to the host.

5. CATEGORIZATION AND SERVICE DESCRIPTION

Accommodation units are described in accordance to the official categorization of the authorized institution, and based on onsite assessment of the accommodation prior to being published.

Standards for accommodation and other services differ from country to country, and cannot be compared.

Information obtained at the point of sale does not oblige the agency in any way more than any information available on the Internet pages www.lpdttours.hr or in the agency's printed material.

6. AGENCY'S RIGHT TO CHANGES AND CANCELLATION

The agency reserves the right to change or cancel the booked accommodation if before or during holidays special conditions occur that cannot be avoided or eliminated (See Article 1). Booked accommodation can be substituted only with the permission of the guest and by an accommodation of the same or higher category and at the price confirmed during booking. Should the substitute accommodation be available only in an accommodation unit of higher category and should the price of the substitute accommodation be higher by 15% or more than the initially booked accommodation, the agency reserves the right to charge the price difference upon consulting the customer.

In cases where substitute accommodation for paid accommodation is not available, the agency reserves the right to cancel the reservation upon prior customer notification (at least 7 days before arrival) and guarantees the refund of the complete paid amount. Should an adequate substitute accommodation not be available on the day of arrival, the agency will try to provide information on available accommodation that is not included in agency's offer and guarantees the refund of the complete paid amount.

7. CUSTOMER'S RIGHT TO CHANGES AND CANCELLATION

Should the customer wish to change or cancel a reservation after the advance payment, this must be done in written form (email, mail, or fax). The change includes the change in the number of people or change of the arrival or departure dates at latest 30 days prior to the arrival date.

The change of the accommodation unit and every change within the 30 days prior to the start of the reservation and also during the use of the accommodation unit is considered the cancellation of the reservation.

The first change to the reservation is free of charge, unless it entails further expenses for the agency. For all further changes to the reservation, 15 EUR will be charged per change. Should a change to the reservation not be possible and should the customer cancel for this reason, the conditions for the cancellation of reservation listed below will be enforced.

For any confirmed hotel accommodation, if cancelled by the guest, specific cancellation policy is applied. The date of received written confirmation is considered the date of cancellation, and cancellation fees are calculated as follows:

- For cancellation from 40-30 days before arrival date, 15 % of the total accommodation amount (like offered and reserved) will be charged
- For cancellation from 29-22 days before arrival date, 25 % of the total accommodation

amount (like offered and reserved) will be charged

- For cancellation from 21-15 days before arrival date, 40 % of the total accommodation amount (like offered and reserved) will be charged

- For cancellation from 14-8 days before arrival date, 80 % of the total accommodation amount (like offered and reserved) will be charged

- For cancellation made 7 or less days before arrival date, 100 % of the total accommodation amount (like offered and reserved) will be charged

Private accommodation :

For cancellation from 40 days before arrival date, the value payed in advance will be charged.

Should the guest not arrive at the booked accommodation unit before midnight on the arrival date, and does not inform the agency or the host, the reservation is considered to be cancelled, and therefore the cancellation costs will be charged as described above.

Should the real costs exceed the above stated costs, the agency reserves the right to charge the difference.

Should the guest find a replacement for the cancelled reservation, the agency will only charge the real costs caused by the replacement.

8. AGENCY'S OBLIGATIONS

It is agency's obligation to take care of provided services, the choice of hosts, and customers' rights and interests according to accepted customs in tourism. The agency will carry out all stated obligations in full and as described above, except in circumstances caused by conditions beyond its control (Article 1), when Article 6 is applied.

9. CUSTOMER'S OBLIGATIONS

The customer is required:

- to have valid travel documents,

- to obey customs regulations and currency exchange regulations of the Republic of Croatia,

- to obey house rules in accommodation units and to cooperate with the host with good intentions,

- to show the document about the paid service (voucher received by email) to the host upon arrival,

- the guest is obligated to check if he needs a visa to enter the Republic of Croatia

- by confirming the reservation, the guest accepts to pay for all damages caused directly to the host.

Should the guest not follow the above listed obligations, the guest is liable for caused damage and must cover the expenses.

10. LUGGAGE

The agency is not responsible for destroyed, lost, damaged luggage, as well as for the theft of luggage or valuables in the accommodation unit (rental of a safety deposit box is recommended if available or the payment of the travel insurance that includes the luggage insurance). Lost luggage or stolen goods are reported to the host and the local police department.

11. COMPLAINTS

The guest is entitled to seek certain compensation if the paid service was not provided. The guest has to file a written complaint. Every customer - reservation holder, files a separate complaint.

Complaint procedure:

- The guest is required to complain to the service provider about the inadequate service immediately on the arrival day and to notify the agency's office in Baška by email

- info@lpdtours.hr or by phone ++ 385 51 856 460. Afterwards the agency sends the regional representative on the spot, while the guest is required to wait for him/her in the

accommodation in question. Furthermore, the guest is required to cooperate with the agency's representatives and the service provider in good faith in order to rectify the problem. If the guest refuses to accept the solution that is in accordance with services paid for, the agency is not required to accept any further complaints referring to this service (if there is an appropriate alternative in the same accommodation building, the guest is required to accept it). The agency does not accept claims related to elements that are not part of the accommodation (construction work on roads, state of the beach and buildings in the immediate vicinity,...).

- If the problem is not rectified even after on the spot intervention by an representative, the representative will put down in writing a record of the complaint in two copies, one for the agency and the other for the guest. In such cases, the guest is required to send a written complaint along with the representative's record, other relevant documents and photographs that prove reasons for the complaint to the agency by email at info@lpdtours.hr or by mail at L.P.D. TOURS d.o.o. travel agency, Frankopanska bb, HR-51523 Baška, within 8 days upon returning from holiday. As an organizer of the travel the agency will take into consideration only properly filed complaints received within 8 days.
- If the guest does not make a complaint on the spot, he/she does not have a right to be refunded.

- The agency is obliged to make a written decision to the complaint within 14 days upon receipt of the complaint. Should the agency need more time to collect information and verify the complaint with the host, it can prolong the response time by a maximum of 14 days. The agency is obliged to inform the guest - reservation holder about it in the written form. The agency will take into consideration only those complaints that could not be solved on the spot.

- Until the agency presents its solution, the guest refrains from mediation by any other party, arbitration by the Association of Croatian Travel Agencies, or from taking the matter to court, and from informing the press.

The maximum compensation per complaint can amount to the cost of the part of the service(s) in the complaint. It cannot amount to the total paid to the agency and cannot include services already provided. With this the guest's right to an ideal compensation of damages has been excluded.

The agency is not responsible for the weather conditions, the cleanliness and temperature of the sea of destinations visited as well as all other similar situations and events not directly related to the quality of the reserved accommodation unit that can result in the dissatisfaction of the guest.

If the guest confirms a last minute reservation (booking without the payment of the advance) or the reservation by the "fortuna" system (the hotel or the lower category is booked and a higher category hotel is used if it is available), than the passenger accepts all the risks of this type of the journey. These journeys include the facts that cannot be influenced by the travel organizer, and the passenger primarily accepts this type of the journey for the affordable price and therefore has no right of complaint to the travel organizer.

12. COURT JURISDICTION

Should the customer not be satisfied with the solution to the complaint, the matter can be taken to court (Krk Court jurisdiction).

13. GENERAL TERMS

Upon payment of the advance or the total amount, the customer accepts the General Terms and Conditions in their entirety.

14. PRIVACY POLICY

L.P.D. TOURS travel agency pledges that it will respect the privacy of its users and that it will neither transfer any information to a third party, only will use the e-mail address for

**sending the special offers and newsletters from L.P.D. TOURS travel agency to client.
L.P.D. TOURS travel agency will immediately erase this address from the newsletter list, if
client insist.**

**All information is kept confidential and is only available to those employees who require
the information to complete their job duties. All employees and business partners of L.P.D.
TOURS travel agency are responsible for upholding the principles of the privacy policy.**

Contacts :

L.P.D. TOURS d.o.o., putnicka agencija / travel agency Ltd.

Frankopanska bb, 51523 Baška, Island Krk, Croatia

Branch office : Hotel Corinthia-Baška

Tel.: +385 51 856 460 Tel./Fax :+385 51 856 520

0 - 24 hours phone : +385 91 200 1988

ID CODE : HR-AB-51-04022552

E-mail : info@lpdtours.hr; www.lpdtours.hr