

## **TERMS & CONDITIONS**

### **Travel Agency Servus**

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#### **Remarks**

These terms and conditions of booking and purchase of travel arrangements / Travel are an integral part of the Agreement or vouchers concluded between Servus Travel agency and the traveler / contractor applying for the Travel. Travel agency Servus employs Dejan Gluvačević as the business manager.

#### **General Conditions**

This web document represents the entire agreement between the client and Servus Travel agency, who is the tour operator. Servus Travel agency will be responsible to the client for supplying the services and accommodation as described at [www.servus-zagreb.com](http://www.servus-zagreb.com), except where such services cannot be supplied, or the itinerary used is changed due to delays or other causes of whatever kind or nature beyond the control of Servus Travel agency. In such circumstances, we will do our best to supply comparable services, accommodations and itineraries, and there shall be no refund in this connection. Servus Travel agency and its agents act only as agent for the client and upon the express condition that Servus Travel agency shall not be liable or responsible for any direct, indirect, consequential or incidental damage, injury, loss, accident, delay or irregularity of any kind, which may be occasioned by reason of any act or omission of any third party (including without limitation, any act, inaction or breach of contract of any third party, which is to or does supply any goods or services for this trip). Without limiting the foregoing, Servus Travel agency does not own or operate any third party suppliers of services such as hotels, restaurants, transportation companies, sightseeing companies or local tour operators. It is not responsible for any injury, death, loss or expense due to overbooking of accommodations, default of any third parties, sickness, weather, strikes, acts of God, act of Government, acts of terrorism, criminal activity, war, quarantine, force majeure events or any other cause beyond its control. All such risk, loss and expense must be borne by the client. Occasionally, it may be necessary to alter or amend itineraries, accommodation and sightseeing arrangements from those published. This may be due to road, weather and other operational needs prevailing at the time, and is always made in the best interests of your comfort. Any personal expenses incurred by a client as a result of any delay, alteration or curtailment of any tour, whether caused by mechanical defect, strikes or any other cause are the responsibility of the client (we strongly recommend all clients take out Travel Insurance, see your licensed travel agent). The operator is unable to guarantee exact arrival and departure times, and is not liable for any failure to make connections with any other service, or guarantee the operation of any particular service. In the case of breakdown and other unforeseen circumstances, the

operator reserves the right to substitute vehicles other than specified, to ensure the operation of a tour. These vehicles/vessels will be modern vehicles/vessels and may not have some of the features described. Please note that if you arrange for payment through an unaccredited agent, the unaccredited agent is not our agent for the purpose of receipt of monies. Receipt of deposits and subsequent payments by the travel agent does not constitute receipt of those monies by us, and the travel agent has no authority, expressed or implied, to receive monies on our behalf. There is no liability on our part, in respect of any monies paid to your travel agent. The company reserves the right to cancel any ticket or booking, or to refuse to carry any client where payment has not been received by the company within the specified time. The company reserves the right to amend or cancel tours at any time.

### **Terms of Use**

By using [www.servus-zagreb.com](http://www.servus-zagreb.com) you agree to be legally bound by these terms, which shall take effect immediately. If you do not agree to be legally bound by all the following Terms & Conditions, please do not access and/or use [www.servus-zagreb.com](http://www.servus-zagreb.com) website. Servus Travel agency may change these Terms & Conditions at any time by posting changes online. Please review these Terms & Conditions regularly to ensure you are aware of any changes made by Servus Travel agency. Your continued use of [www.servus-zagreb.com](http://www.servus-zagreb.com) website after changes are posted means you agree to be legally bound by these terms as updated and/or amended. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use [www.servus-zagreb.com](http://www.servus-zagreb.com) content (inclusive of text, images, URLs, pricing information, etc.) in any way except for your own personal, non-commercial use. We grant you permission to use the site subject to the restrictions in these Terms & Conditions. In accessing or using the site, you may be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Servus Travel agency does not endorse such content, and cannot vouch for its accuracy. You therefore access and use the site at your own risk.

### **Payments & Cancellations**

Servus Travel agency accepts the following credit cards: Visa, MasterCard, Maestro, Diners, American Express

1. There is no charge or service fee for processing credit-card payments.
2. Full payment by credit card is required to make a reservation. Payment will be listed as SIX PAYMENTS SERVICES on the credit card statement.

No refunds are available once a tour or service has commenced, or in respect of any package, accommodation, meals or any other services utilized. Canceling a booking with Servus Travel agency can result in cancellation fees being applied by Servus Travel agency, as outlined below. When canceling any booking you will be notified via email, facsimile or telephone of the total cancellation fees.

### **Currency conversions**

All payments will be effected in Euros, US Dollars or Croatian kuna. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Croatian kuna according to the current exchange rate of the Croatian National bank. When charging your credit card, the same amount is converted into

your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site.

### **Creditcard purchase security statement**

Confidentiality of your information is protected and secured by using SSL encryption. Pages for web payment are secured by using Secure Socket Layer (SSL) protocol with 128-bit data encryption. SSL encryption is a data coding procedure for prevention of unauthorized access during data transfer.

### **Privacy and personal data collection**

We are committed to provide service of protection of our customer's personal data in a way that we collect only essential basic information about our buyers that are necessary for fulfilling our obligations. We also inform our customers about the way we collect information and regularly give customers an option about how their information will be used, including the possibility to decide whether their name should be included or omitted from the lists used for marketing campaigns. All user information are strictly guarded and are available only to the employees who need those information for completing the job. All our employees and business partners are responsible to follow the principles of confidentiality protection.

### **Pricing & Inclusions/Exclusions**

Prices listed on [www.servus-zagreb.com](http://www.servus-zagreb.com) are per person, unless otherwise specified. Price quotations are subject to change without notice, until a booking has been confirmed. Unless otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax. Prices do not include tips/gratuities to tour directors, drivers or local guides; passport and visa fees; baggage and personal insurance; any items of a personal nature; and any beverages or food not specifically listed under "Inclusions" on the product pages of [www.servus-zagreb.com](http://www.servus-zagreb.com).

### **Passport & Visas**

Each customer has to check he has the appropriate documents for his journey especially (but without limitation) if he booked tours, packages or transfers including flight or visit of a country different from the country of departure. He has to own and bring a passport (with visa if necessary) or a valid ID card. No refund will be granted in case of lack or loss of ID documents.

### **Circumstances beyond our or our supplier's control**

No compensation of any kind or responsibility can be taken if, due to circumstances beyond the control of Servus Travel agency or the relevant service providers; we have to notify a change to your arrangements when we or the relevant service providers cannot supply your arrangements in full or in part as agreed, or you suffer any loss or damage of any description. A circumstance beyond our or the relevant service providers' control is one that cannot be foreseen or avoided, even after taking all due

care and includes but is not limited to war, terrorist activity, civil unrest, industrial disputes and bad weather situations or forecasts.

### **Special Requests**

Please inform us at time of booking of any special requests for any service or facility that is not included as part of your booking. We will enquire with the relevant service provider and where possible will try to accommodate your request, but please note such requests cannot be guaranteed.

### **Acceptance of Terms & Conditions**

It is understood by Servus Travel agency that the terms and conditions of travel are accepted by the passenger when the required deposit has been paid.

### **Travel Insurance**

It is a condition of our contract with you that you and all members of your party have suitable and sufficient travel insurance to cover your journey as neither Servus Travel agency nor our suppliers can be held responsible for any liability, expenses or losses you incur as a result of being inadequately insured. We strongly recommend that at the time of booking a comprehensive travel insurance policy is purchased.

### **Your responsibility**

Please note you are responsible for your and your party's actions. If we or our suppliers believe your actions or those of your party could cause danger, upset or annoyance to other customers, guests or staff, we or our suppliers may end your booked arrangements immediately. In this event neither Servus Travel agency nor the relevant service provider(s) will pay compensation, make refunds nor pay any expenses you suffer as a result. You are responsible for your personal safety and for the safety of the accompanying people dependent on you. Please take time to understand and then conform to the health and safety rules stipulated by the relevant service provider or the facility or by the appropriate government authorities. You agree to defend and indemnify Servus Travel agency, its affiliates, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by:

- you or on your behalf in excess of the liability described above; or
- by third parties as a result of
- your breach of this agreement or the documents referenced herein;
- your violation of any law or the rights of a third party; or
- your use of this website.

### **Airport and Port Transfers**

You are responsible for providing precise arrival time and pick up location information (like airport, flight number, cruise docking port, hotel address) at least 72 hours before the travel date to the contact e-mail or phone numbers mentioned in the booking

voucher. Failure to do so can lead to loss of service and Servus Travel agency, its affiliates or the relevant service provider will not be liable for any refunds or penalties.

### Itineraries

Itineraries were correct at the time of publishing, but are subject to change without notice. This could come about due to road or weather conditions, or any changes imposed by other tour operators and carriers included in the itinerary. If a passenger amends their itinerary by starting or concluding the itinerary earlier or later or during an itinerary then it becomes their responsibility to arrange tour or flight connections as necessary.

### Cruise Itineraries

After departure of a cruise, on occasion and due to unforeseen circumstances or circumstances beyond our control such as exceptionally bad weather, navigational restrictions or other operational difficulty, in the interests of client safety or comfort, the skipper or captain may make required changes to the itinerary at his discretion. Cancelling a port or ports of call or making required changes in the itinerary does not entitle passengers to any claim against us, or to any refund. If necessary, an itinerary may be changed or vessel substituted before or after commencement of the cruise. During the holiday, should the yacht or vessel sustain any breakdown in machinery or equipment disrupting the cruise itinerary for more than 24 hours, and if no alternative arrangement or substitute vessel is offered, then passengers will be entitled to a proportional refund for those cruise days not completed. Most changes to holiday arrangements are minor. Occasionally, we have to make a "significant change". Significant changes include the following changes when made before departure; a change of yacht or accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of sailing or accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, or a change of departure point to one which is more inconvenient for you. If we have to make a significant change to or cancel your booking, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

1. accepting the changed arrangements or
2. purchasing alternative arrangements from us, of a similar standard to that originally booked if available. We will offer you at least one alternative of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other available holidays. You must pay the applicable price of any such holiday.
3. cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

### Coach Tours Itineraries, Smoking and Seat Rotation

Itineraries were correct at the time of publishing, but are subject to change without notice. This could come about due to road or weather conditions, or any changes

imposed by other tour operators and carriers included in the itinerary. If a passenger amends their itinerary by starting or concluding the itinerary earlier or later or during an itinerary then it becomes their responsibility to arrange tour or flight connections as necessary. Government regulations prohibit smoking inside tourist coaches within Croatia. Please restrict smoking to the ample stops en route. To enable everyone the opportunity of enjoying window and front seats, clients change seats daily during the course of the tour.

### **Tour Amendments and Cancellation**

Itineraries were correct at the time of publishing, but are subject to change without notice. This could come about due to road or weather conditions, or any changes imposed by other tour operators and carriers included in the itinerary. If a passenger amends their itinerary by starting or concluding the itinerary earlier or later or during an itinerary then it becomes their responsibility to arrange tour or flight connections as necessary. Government regulations prohibit smoking inside tourist coaches within Croatia. Please restrict smoking to the ample stops en route. To enable everyone the opportunity of enjoying window and front seats, clients change seats daily during the course of the tour.

### **Delays**

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline/carrier concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons which includes the behavior of any passenger(s) who, for example, fails to check in or board on time. In addition, for these bookings, we will not be liable for any delay unless it has a significant effect on your arrangements.

### **Safety Standards**

The safety standards and regulations are those of the country in question, and not necessarily the same or equivalent standards of your country. The monitoring, enforcement and compliance with local regulations is carried out by the appropriate authorities in the country concerned. We urge you take all reasonable precautions to protect yourself and family whilst on holiday.

### **Disabilities and Travel**

We embrace all people, regardless of colors or physical conditions. One of our goals is to provide free access and expand travel opportunities for people with special needs in the Croatia and abroad. We are exploring more travel products to accommodate this special population; however, yet, not all the travel products we currently offer include special accommodations. You are responsible to verify with us before you book travel to ensure that special arrangement can be made if it is required for your needs. Servus Travel agency or local provider is not liable for any incidences or consequences incurred during travel or complaints or lawsuits during or after travel due to your failure to inform us of your special needs. You also have the responsibility to re-confirm with us, after we reserve seats/services for you, that special accommodation will be provided per your request.

## **Medical Conditions, Pregnancy and Travel**

If you have a medical condition, or if you are pregnant and considering travel, you must consult with your doctor before you travel, especially if medical condition requires daily routine care, urgent care, or your pregnancy is high-risk. You are responsible for disclosing any related information to us during the check-out process by adding special comments. You understand Servus Travel agency or local provider is not in a position to provide any medical services or urgent care in the event such an action may be required. You are liable for any risks, incidences or consequences incurred during travel. We highly recommend that you purchase medical insurance and travel insurance before you travel.

## **Responsible Travel Policy**

Servus Travel agency was established in 2018. with a mission of providing superior travel service to all our clients and business partners. As a full service destination management company we provide expert advice and personalized travel planning, design of tailor made programs, conference & meetings planning and incentive organization. The main goal of the company is to offer all the essentials of the perfect holiday: exceptional value for money, destination knowledge and attention to detail. We are committed to working towards developing, operating and marketing our business in a sustainable manner. We recognise that it is important for the long term success of our operations to consider our environmental impact. It is essential that we do as much as we can, within our sphere of influence, to protect the resources the future of our business, and that of the local communities, depend upon. We will continue to develop our waste management policy, incorporating the three principles of reducing, reusing and recycling and we will strive to improve our environmental performance by expanding the range of current environmental initiatives. We encourage sustainable tourism within our country and beyond, so we hire local people throughout (managers, guides, drivers etc.) and local people are able to benefit from our guests.

## **Your Eligibility**

You must be an individual, 18 years of age or older. If you are under 18, you may use [www.servus-zagreb.com](http://www.servus-zagreb.com) only with involvement of a parent or legal guardian.

## **Travel Companion**

All travel companions parties agree to take the tour together on their own will and accord. Disparities financially, culturally, or personally are each party's responsibility to resolve and must not affect the overall tour in any fashion. If one party cancels their part of the tour, all additional penalties or charges associated with the cancellation of the departing party's tour must be paid by the departing party in full. This ensures the departing party leave the attending parties and their tour in good standing. Travel companion orders are fully nonrefundable after the payments have been submitted by each travel companion party. Travel companion tours cannot change departure dates unless all parties consent to the departure date change. Airport transfers for travel companion orders follow the same standards as airport transfers provided on normal tours. No additional accommodation alteration to a tour may be made once the tour has been confirmed. Additional bedding arrangements will come at additional fees if available and will be the responsibility of the travel companion party. All parties herein

agree to the policies and bindings of a travel companion booking and terms and conditions and have agreed to the continuation of the tour in each party's good faith and understanding. Multiple pick up locations and times may not be available for all tours. Travel companion parties must decide on one pick up location to meet at for the tour (for tours offering pick up location services) or one airport transfer service time (for tours offering airport transfer services; one airport and one transfer per party). We suggest the selected pick up location to be equidistant from each travel companion or the selected airport transfer time to be the later of the two airport arrivals (early arrival travel companion should wait for the later arrival travel companion for one transfer).

### **Important note**

Compensation will not be payable if we are found to cancel or in any way change your holiday due to war, or threat of war, riots, civil commotion, industrial disputes, disaster, terrorist activities, technical or other problems with transportation, closure of airports or seaports, alteration or cancellation of scheduled services. Servus Travel agency will not reimburse any customer who changes, or does not utilize any part of the package arrangements which they have booked and paid for with this company.

### **Complaints**

Any problems that occur whilst on holiday should be directed at the earliest opportunity to the local supplier, representative and Servus Travel agency headoffice so it can be rectified. Complaints must be submitted in writing to Servus Travel agency no later than 30 days after returning from your holiday.

### **Surveillance**

Surveillance of the agency's operations is carried out by the Tourism Inspectorate of the Ministry of Tourism.

### **Disclaimer**

To the maximum extent permitted by law, we disclaim all warranties, whether express or implied by statute, custom or usage relating to the information contained in this website and we shall not be liable for any losses or damages whatsoever, whether in contract, tort (including negligence), or otherwise arising from this website, or from any interruption or delay in accessing this website.