

GENERAL TERMS & CONDITIONS

1. INTRODUCTORY NOTE

This is a website with information about boats, cruises, accommodation on land, excursions and tours on sea and land. It provides information on related tourist services for which the company is registered. The descriptions, information and opinions given on our web, our brochures, printed or electronic materials of the Agency in respect of the yachts, villas, hotels and other suppliers whose services are used, are given in good faith, based on the latest information available at the time of compilation.

These General Terms and Conditions (GTC) represent an integral part of the Offer / Prepayment Invoice between Agency - ACANTHO d.o.o. travel agency, with registered branch office 1 address at: 141. brigade 35, HR-21000 Split, Croatia, VAT ID No. HR17099025134, agency identification code: HR-AB-21-060246624 (Agency) on the one hand, and the Client on the other hand. Agency is not a management company. No supplementary agreements have been made and we do not recognize any conditions that are contrary to these GTC, unless Agency has expressly sent to Client such conditions in writing.

2. PRICING

On Agency's web site charter prices are given per week and villa rental prices for day (unless stated otherwise in the offer) and include specific services and equipment as specified in each offer for the Client. Other obligatory costs are listed by the Agency and are to be paid extra. Special services or additional equipment are available upon Client's request.

3. BOOKING & DEPOSIT

Once the Client confirms the wish to book specific vessel or/and villa, the Agency will issue Offer / Prepayment Invoice. When more than one person is traveling in the same group, the Agency will conduct negotiations with only one member of the group (Party Leader).

The Offer / Prepayment Invoice shall become final and legally binding upon the Client's signing of the Offer and making a partial deposit payment (50% of the total charter or/and villa rental agreed price) or full payment (if the booking is made within 8-4 weeks before the check in). By doing so, the Client recognizes to have carefully studied, understood and accepted GTC. If the Client does not make payment of the advance payment within the deadline specified in the Offer / Prepayment Invoice, it shall be deemed that the Client has cancelled the booking application and has not accepted the said Offer / Prepayment Invoice, and the said Offer / Prepayment Invoice is considered invalid by the expiry of that deadline.

All outstanding amounts must be paid 4 - 8 weeks before check in as indicated in the Offer / Prepayment Invoice. If the remaining amount of the Service price is not paid within the agreed deadline, it is considered that the Client has terminated the Contract and the Client is required to pay to the Agency the agreed termination fee.

Payment for the services agreed upon in the Offer may be done by bank transaction to the Agency's IBAN and by using online credit/debit card payment. In case of credit/debit card payment, Agency may charge an additional service fee (MasterCard, Visa and Maestro accepted). All service prices are given in EUR and the credit/debit card shall be charged for the agreed amount in EUR. In case of bank transfer payment, the Client is obligated to pay all the bank transaction costs.

4. CANCELLATION BY THE CLIENT

Should the Clients decide to cancel a booking, after entering into the Contract and before the start of the service, Clients should deliver a written termination notice to the Agency, in which the Agency shall, depending on the date of receipt of written notice of termination, charge the Clients the following amounts (depending on the chosen service):

Up to 60 to 30 days before the check in - 50% of the total price

59 to 29 – 0 days before the check in - 100% of the total price

If the Client should find another user for the same booking, the Agency shall charge the immediate cost caused by the switch. Should the Client wish to rebook an alternative service instead of the cancelled one, it is at the discretion of the Agency to transfer some or all of the funds already paid by the Client in favor of the alternative booking.

5. CANCELLATION BY THE AGENCY

If the tour is cancelled by the Agency, Agency will offer Client an alternative arrangement with same or similar characteristics. Agency reserves the right to make full or partial changes to the charter or accommodation arrangement in the case that extraordinary circumstances that could not have been anticipated or avoided occur before the start of the Client's arrangement.

In case the Client does not accept the alternative offered by the Agency, the Client is entitled to the repayment of the full amount paid to Agency. Any other payments in favor of the Client are excluded.

6. FORCE MAJEURE

The Agency accepts no responsibility for and shall not be liable in respect of loss or damage or changes caused by force majeure events such as strikes, riots, political unrest, war hostilities, or threat of war, terrorist activity, industrial disputes, fire, flood, natural or nuclear disaster, unfavorable weather conditions or similar events beyond our control.

7. INSURANCE

Insurance from the consequences of accident and illness, insurance from the risk of damage, trip cancellation and loss of baggage and voluntary health insurance of persons during traveling and staying abroad are to be contracted additionally before the travel in the interest of the Client.

8. CLIENT RESPONSIBILITIES

a) Any passports, visas or other travel documentation required for the holiday must be obtained by the Client, whose responsibility it is to ensure that these are in order and that they met any additional incurred costs as a result of the failure to comply with such requirements.

b) The Client shall be responsible for checking and confirming the dates and times of flights shown on their airline tickets. The Client shall be responsible for checking-in at the correct time and presenting themselves to take up all pre-booked components of the holiday. The Agency cannot accept responsibility for Clients missing flights as a result of late check-ins. No credit or refunds will be given for lost, mislaid or destroyed travel documents, or any unused services included in the holiday price.

c) The Client shall be personally responsible for any damage he/she causes. Full payment for any such damage or loss (including lost keys, boat documents...) must be paid directly and immediately to the accommodation owner / yacht base manager, or other supplier.

d) All Clients are expected to show consideration for other people and the laws of the country they are visiting. In case of the violation of the regulations by the Clients that lead to the termination of the yacht charter and / or accommodation, the Agency shall have no further responsibility toward such Client, including in respect to any return travel arrangements. No refunds will be made and Agency shall not pay any expenses or costs incurred as a result of the termination.

9. AGENCY RESPONSIBILITIES

The Agency shall apply all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain appropriate standards. The Agency and its local partners have the responsibility to provide all the contracted services to the Client. The Agency has the responsibility to provide answers in the case of potential failure to provide services stipulated in the contract. The Agency is not obligated to provide services beyond these Terms and Conditions.

According to Croatian laws and EU regulations, the Agency shall ask for Clients' personal details such as names, dates and places of birth, nationalities, address, medical conditions, type and number of identification documents...needed for official tourist registry, preparing provisioning or issuing Agency's documents to the Client (i.e. Confirmation letter for visa purposes, invoices, vouchers, crew lists...). Agency will advise Client when and for which purpose are these personal details needed and will ask for Clients' consent to give such information. Such personal information received by the Client will be handled with care and privacy according to the GDPR regulations – [privacy policy](#).

10. COMPLAINTS

The Clients shall note his/her complaints in the book of complaints directly at the service provider's, who will endeavor to provide the agreed service, i.e. correct mistakes. If there is no improvement even after the complaint is noted, the customer should ask for a certificate from which it is evident that the service has not been provided, i.e. that it has not been provided in the stipulated manner as well as contact Agency's office for further help, as Agency's aim is to make you satisfied during your stay on board / in accommodation:

Phone: +385 21 381 094

E-mail: booking@croatiacharterholidays.com

The Agency is obliged to give a written response – decision regarding the complaint within 15 days after the receipt of the complaint, and it can postpone the term for making the decision about the complaint by another 15 days on account of collecting the information. The Agency shall resolve only such complaints that could not be eliminated on the spot by the service provider. While the procedure of resolving the complaint is under way, the Client waives the right of mediation by any other person, arbitration by another institution, as well as providing information to the media. During the same period, the Client shall restrain from negative reviews, negative publicity, or any other legal action. The Client and the Agency shall endeavor to resolve disputes in mutual agreement. If this is not possible, they stipulate the jurisdiction of the court in Split. The applicable law shall be the respective law of the Republic of Croatia.

11. WARRANTY FOR THE CASE OF INSOLVENCY OF THE AGENCY

Agency confirms to possess all the insurances in accordance with the Law on Tourist Activity in Croatia (Generali osiguranje d.d.).

12. APPLICABLE LAW

For all potential disputes, Laws and Regulations of Republic of Croatia exclusively apply, and the exclusive jurisdiction is of the courts of Republic of Croatia. The Client waives any possibility of transferring the jurisdiction to any country beyond Republic of Croatia.