

CONTRACT / GENERAL TERMS AND CONDITIONS

1. PRELIMINARY PROVISIONS

Dalmatian Lifestyle, owned by Marijana Joka Restović, is a travel agency based at Pujanke 34, 21000 Split, Croatia, OIB: 02572207217, MBO 98418114. All programs offered by Dalmatian Lifestyle include local tourist guides, producers and suppliers. For this reason, tours can be arranged throughout the year, with the exception of a few national holidays and public holidays.

www.dalmatianlifestyle.com is a website owned by the Dalmatian Lifestyle travel agency.

Following General Terms and Conditions constitutes an integral part of every contract concluded between Dalmatian Lifestyle, owned by Marijana Joka Restović, Pujanke 34, 21000 Split OIB: 02572207217, MBO 98418114 (hereinafter: Agency) and the Traveler (hereinafter: "Traveler"). These General Terms and Conditions apply to programs and services that the Agency organizes and offers on the website www.dalmatianlifestyle.com and other promote materials.

This Contract becomes binding once signed by the legal representative of the Agency and the Traveller. In the case that Traveller is not able to sign the contract in person, this Contract also becomes binding by giving consent via email or by settling either full or partial payment of the agreed excursion program price to the Agency's official bank account.

The Traveler must be minimum 18 years of age. If the Traveler is a minor, one of his/her parents becomes a binding party to this Contract. By signing this Contract, the parent guarantees that the other parent is advised of the content of this Contract and also agrees with the minor's travel arrangement program.

2. BOOKING PROCEDURE AND PAYMENTS

Based on the received request, the Agency will issue to the Traveller an excursion program with an offer as well as a Contract/ General Terms which is considered binding after it has been signed by all contractual parties or after the Traveler has sent written reservation confirmation via email.

To confirm the reservation, the Traveler shall pay 30% of the agreed package price (unless otherwise specified in the issued program), and the remaining 70% shall be paid no later than 48 hours before the start of the trip, unless otherwise specified in the program.

If the payment is not made according to the specified dates, the reservation is considered canceled and the excursion cancellation conditions specified in Article 7 of this Agreement apply, unless otherwise indicated in the issued excursion program.

The mutual confirmation of the reservation is binding. Cancellation can only be made in accordance with the provisions on travel cancellation by the Traveler and the Agency.

3. SERVICE PRICES AND WHAT THEY INCLUDE/DO NOT INCLUDE

The prices are determined by the excursion programme and are valid as much as indicated in the offer. All prices are expressed in EUR. The prices in HRK serve for informational purposes. A fixed exchange rate is used for conversion, as determined by the Council of the European Union at 7.53450 HRK for 1.00 EUR.

The agreed price of the excursion includes everything as indicated in the programme.

With regard to special and additional services that the Agency did not include in the offer, as well as those that the Traveller requests in the course of the package travel and pays for on the spot to the direct service provider, the Agency shall not be held responsible and the Traveller shall submit any complaints to the service provider directly.

4. AMENDMENTS AND ADJUSTMENTS TO THE EXCURSION PROGRAMME

4.1. Adjustment of food to the Traveller's wishes

The food and drinks included in the programmes are based on the Mediterranean diet, locally grown produce, usually prepared according to traditional Dalmatian recipes. Adjustments of menus based on dietary habits, preferences and/or allergies shall be possible if announced at least 48 hours before the start of the tour. Due to such adaptation, it is possible that a particular dish will not be prepared according to the standards of Dalmatian cuisine, but will contain mostly locally grown/produced foods.

4.2. Adjustment of food by the supplier

Restaurants and chefs place special emphasis on the quality of the ingredients they use to prepare their dishes and base their menus on the daily supplies of fresh food from their suppliers. On very rare occasions, procurement of ingredients for the agreed menu will not be possible, and the menu will be adjusted to offer the best ingredients. All dishes on the modified menu shall correspond to the originally agreed menu in quality and price.

4.3. Schedule – beginning of the programme

The beginning of each programme is planned so as to provide the Traveller with the best experience of the destination. For this reason, it is important that the Traveller observes the agreed start time of the programme. In the event the Traveller is late, the guide shall do everything possible to carry out the programme in the best possible manner and to present the key elements of the programme to the Traveller. The guide shall not be obliged to extend the duration of the programme, but the programme shall end at the same time as if started at the agreed time.

Adjustment of the start of some programmes is possible if a notice to that effect is specified when sending the inquiry. In case a change is feasible, the Agency shall confirm the changed start of the programme when validating the booking.

4.4. Adjustment to people with reduced mobility

The programmes offered by the Agency are not suitable for people with reduced mobility. Certain tours can be modified so as to retain most of the key elements for sightseeing. It is important that the Traveller furnishes such a notice when sending the inquiry. In case the modification is feasible, the Agency will confirm such a programme change when validating the booking.

4.5. Language

All programmes are conducted in the Croatian and/or English language(s).

Based on the written request of the Traveller when sending the inquiry, the Agency can hire a guide for another language, and submit a separate offer for hiring the guide for another language.

4.6. Transport

Transfers are not included in the Agency's programmes, but can be arranged. The request for transfer should be submitted when sending the inquiry or no later than 48 before the start of the programme.

5. MODIFICATION OF OTHER TERMS OF THE EXCURSION AGREEMENT

The Agency shall not unilaterally change the terms of the excursion Agreement before the start of the excursion. If the Agency is forced to significantly modify any of the key features of the service, such as the location, main characteristics and category, and the meal plan, before the start of the excursion or is unable to meet the special requirements of the Traveller or proposes an increase of the excursion price exceeding 8 %, the Traveller can, within a reasonable time as determined by the Agency, accept the proposed modification or terminate the agreement without paying the termination fee.

If any of the mentioned situations should occur, the Agency shall inform the Traveller without undue delay in a clear, comprehensible and easily visible manner on a durable medium about the following:

- a) proposed modifications and their impact on the price
 - b) a reasonable period of time in which the traveller shall inform the Agency about their decision regarding the proposed modifications
 - c) consequences in the event the Intermediary fails to respond within the specified period
 - d) the offered replacement excursion and its price, when an alternative programme is feasible
- If the Intermediary fails to notify the Agency of its decision regarding the proposed modifications within the specified period, the agreement shall be considered to be terminated at the expiration of that period.

6. CATEGORIZATION AND DESCRIPTION OF SERVICES

National categorizations of restaurants/hospitality establishments and means of transport vary from country to country and therefore cannot be mutually compared, and the Intermediary shall warn the Traveller in this regard. The Agency shall assume no responsibility for any oral or written information about the categorization that the traveller receives from third parties, which is not in accordance with the description of the services or establishments as specified in the published programme.

7. EXCURSION CANCELLATIONS/AMENDMENTS BY THE TRAVELLER

The Traveller can terminate the agreement at any time before the start of the excursion. In this case, the Agency loses the right to the agreed price of the excursion and requires the Traveller to pay an adequate termination fee as follows:

- Seven and more days from the start of the tour – 0 % of the total amount
- Between 7 days and 48 hours before the start of the tour – 30 % of the total amount
- Within 48 hours from the start of the tour – 100 % of the total amount

Cancellation or modification of the excursion program must be submitted to the Agency in writing by email. The Agency is obliged to proceed with the refund payments less the appropriate fee for termination of the contract, latest 14 days after receiving the written cancellation notice.

8. TRANSFER OF AGREEMENT TO ANOTHER TRAVELLER

Before the start of the excursion, the Traveller can transfer the agreement to a person (alternate traveller) who meets all the conditions applicable to the pertinent agreement if it informs the Agency in this regard on a durable medium and within a reasonable time before the start of the excursion. A notice sent to the Agency no later than 48 hours before the start of the excursion shall be deemed as a notice within a reasonable time. If the alternate traveller accepts the programme issued to the Traveller in full and with no modifications, the Agency shall not charge the administrative costs for changing the traveller. The Agency reserves the right to charge additional costs in case of modifications to the agreed program and according to the request/need of the alternate traveller.

9. THE RIGHT OF THE AGENCY TO TERMINATE THE AGREEMENT BEFORE THE START OF THE EXCURSION

If the Agency is forced to cancel the agreed programme for any reason, it shall offer the Traveller an alternative programme of the same or a higher price level. If the Traveller accepts a programme of a higher price level, the price difference shall be covered by the Agency. The Agency can terminate the agreement before the start of the excursion, with no obligation to compensate the Traveller, if the Agency is prevented from executing the agreement due to unavoidable exceptional circumstances and if the Agency is notified of the termination of the agreement without undue delay before the start of the excursion.

10. OBLIGATIONS OF THE TRAVELLER

The Traveller shall observe the regulations in hospitality establishments and cooperate in good faith with the representative of the Agency and the service provider. Should the Traveller fail to fulfil its obligations, he/she shall be liable for any damages caused to the Agency. The Agency shall have no liability for any damage caused by the Traveller. During the excursion, the Traveller shall behave so as to not endanger the lives or health of his fellow travellers and jeopardise the course of the excursion programme. Should the Traveller behave to the contrary, the Agency shall have the right to exclude the Traveller from the excursion without recompense.

The Traveller shall observe the instructions and cooperate with the representatives of the Agency during the entire excursion.

11. CORRECTION OF NON-CONFORMITIES

The Traveller shall, without undue delay and taking into account the circumstances, inform the Agency of any non-compliance that they find during the performance of the service under the agreement.

Following the Traveller's direct request to the Agency, the Agency shall rectify the non-conformity without delay if it is possible to rectify it under the circumstances, unless the rectification of the non-conformity would cause disproportionate costs taking into account the extent of the non-conformity and the value of the services affected by such non-conformity.

12. SUBMISSION OF OBJECTIONS

In case of an incomplete or inadequately performed service under the agreed excursion, the Traveller shall have the right to object and shall report to the Agency, without undue delay and taking into account the circumstances, any non-conformity they find during the performance of the pertinent travel service or of the service provider on the spot, who shall endeavour to correct such errors. The local representative of the Agency is Marijana Joka Restović, OIB: 02572207217. The direct phone number is +385 (0)91 7541436.

We would like to point out that it is in the interest of the Traveller to act in good faith and express willingness to resolve the objection on the spot. If this is not possible, the Traveller shall be entitled to submit the objection in writing through the Intermediary with a signed confirmation that the service was not provided, within 8 days after the end of the excursion via email at dalmatian.lifestyle@gmail.com. The Agency shall confirm the receipt of the written objection without delay and respond to it in writing within 15 days from the date of receipt of the objection.

If the Traveller lodges the complaint after the specified deadline, the Agency shall not be obliged to take such complaint into account.

The Agency shall make a written decision regarding the objection within 15 days of receiving the objection, and can postpone the decision regarding the objection for additional 15 days due to the collection of information. The Agency shall only deal with the complaints for which the Traveller provides evidence that he raised the objection with the service provider on the spot and that the cause could not be remedied on the spot. In the course of the process for dealing with the complaints, i.e. for a total of 15 or 30 days after filing the objection, the Intermediary irrevocably waives the mediation of any other person as well as providing information to the media.

If the programme or a part of the services were not fulfilled due to the Agency's fault, the Traveller shall be entitled to compensation in the amount of the actual value of the unutilized services, which cannot include already utilized services or the entire amount of the excursion.

13. SETTLEMENT OF DISPUTES

The Traveller and the Agency shall try to settle disputes amicably; otherwise, the court in Split shall be the court of competent jurisdiction.

Pursuant to the special law on alternative resolutions of consumer disputes, the available mechanisms for alternative resolution of consumer disputes include the possibility of initiating the procedure of alternative

resolutions of a consumer dispute before the authorized body for alternative resolutions of consumer disputes which covers the organizer, and through the online platform for resolution of consumer disputes for services purchased online.

The authorized body for alternative resolutions of consumer disputes which covers the organizer is the Conciliation Centre at the Croatian Chamber of Commerce (Centar za mirenje pri Hrvatskoj gospodarskoj komori), Rooseveltov trg 2, 10000 Zagreb, 10000, <https://www.hgk.hr/centar-za-mirenje/o-mirenju>

With regard to the services purchased online, the Traveller can submit his complaint to the authorized body for alternative resolution of consumer disputes via 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>

14. LIABILITY INSURANCE

Pursuant to the Act on the Provision of Tourism Services of the Republic of Croatia, the Organizer shall conclude a liability insurance contract with the insurer for the damages incurred by the Traveller as the result of non-performance, partial performance or undue performance of the obligations related to the excursion.

Dalmatian Lifestyle concluded a Contract on Professional Indemnity and Public Liability Insurance with Allianz Zagreb d.d. The contact information of the insurer is as follows: Allianz Zagreb d.d., OIB: 23759810849, Heinzelova 70, 10000 Zagreb, Croatia **072 100 001**, prijava.steta@allianz.hr, POLICA broj (POLICY number) 1500-175594705.

The insurance is LONG-TERM, with a start date on 1 October 2022, until TERMINATION. By signing the Excursion Agreement, a written confirmation of the excursion offer via e-mail, or partial or full payment of the agreed excursion price, the Traveller and/or the Intermediary/Contractor gives consent that the employees of the Dalmatian Lifestyle tourist agency informed the Traveller or the Intermediary/Contractor of the contents of the valid professional indemnity and public liability insurance policy.

15. PROTECTION OF PERSONAL DATA

The agency operates in accordance with the General Data Protection Regulation (GDPR). The personal data controller is Dalmatian Lifestyle owned by Marijana Joka Restović, Pujanke 34, 21000 Split, Croatia, OIB: 02572207217, MBO 98418114.

Complete information on the processing of personal data can be found in the Privacy Policy document, which can be reviewed by request to the following email: dalmatian.lifestyle@gmail.com, and on the spot with a prior announcement to the controller by e-mail at least 24 hours before arriving on the spot.

The contact information for exercising the rights of respondents pursuant to the General Data Protection Regulation is: dalmatian.lifestyle@gmail.com.

The Agency shall not cause the Traveller's personal data to be taken out of the country or yield them to a third party, except to the partners participating in the performance of the agreed service (the guide, the transport operator, and suchlike).

The users' personal data shall be stored in a database, in accordance with the decision made by the Company management on the method of collecting, processing and storing personal data.

The Agency shall not use the Traveller's personal data for marketing purposes (e.g. notifications, campaigns, promotions, newsletters).

Version of the document: 1.0.

Date: January, 2023.

