

## TOURIST SERVICE PROVIDER INFORMATION

Tourist service provider is Educational Travel Worldwide d.o.o., tourist agency with headquarters in Gajeva 2a, 10360 Sesvete-Zagreb, Croatia. Tax number 81056026568, ID code HR-AB-01-081027354.

If not stated otherwise in General Conditions of the ETW all the written communication with partners and clients can be run through info@etw.hr or Educational Travel Worldwide, Sesvete, Zagreb, Gajeva2a, by fax +385 1 5810 958 and phone numbers +385(0) 1 5810 809 and +385 (0) 1 5810 957.

## MEANING OF CERTAIN TERMS IN GENERAL CONDITIONS

If not stated otherwise in the Contract signed by Client and ETW, the terms used in General Conditions mean the following:

General Conditions – General Conditions of Educational Travel Worldwide d.o.o.

Contract – contract signed between ETW or an authorised individual and the Customer with intent of arranging and conducting tours according to a precisely organized travel itinerary or an individual itinerary

Client – an individual or a legal person that is obtaining a tourist service, an individual or a legal person in whose name is tourist service obtained or an individual or a legal person who received a transfer of rights to obtain a tourist service  
Travel Itinerary – every published advertising material concerning a specifically referred Package Tour Contract with a detailed itinerary which represents a general offer of the ETW and as such is an integral component of the Contract (if signed by the Client and ETW) if not stated otherwise in the Contract

Tourist Services – services offered by the ETW which include Package Tour Contracts, Excursions, Foreign Language Schools and Education Abroad

Package Tour Contract – a package determined in advance which consist of minimum two individual services of which there are two of the following: transfers, accommodation and other tourism and hospitality services which create a indivisible whole and are offered in a period longer than 24 hours and include at least one overnight stay and are sold for a package flat rate determined in advance

Excursion - a package determined in advance which consist of minimum two individual services of which there are two of the following: transfers and other tourism and hospitality services which create a indivisible whole and are offered in a period shorter than 24 hours and do not include an overnight stay

Subagent – third party which offers, sells and arranges services provided by the ETW

## SUBJECT MATTER AND INTEGRAL COMPONENTS OF THE CONTRACT

The Contract determines the rights and obligations of ETW as a service provider and the rights and obligations of the Client which obtains the tourist service

The Contract consists of: travel itinerary that is offered to the Client by the ETW for an Excursion or Package Tour Contract, these General Conditions and an Application which is a proof of Client's acceptance of the offered itinerary and General Conditions

Travel Itinerary, General Conditions and Application, when applicable, are integral components that create the Contract (hereinafter referred to as Integral Components)

If the Tour Operator offers an exclusive offers or deals to the Clients, such as the right to participate in loyalty programs, the conditions for obtaining these rights are determined by the rules of program and are not Integral Components so they can be changed in a way determined by the rules of participation for the specific program

## APPLICATION AND CONTRACT AWARDSING PROCEDURE

The Contract is awarded by Client accepting the offer of tourist services given in the Travel Itinerary. Offer is accepted by filling out the form which specifies the type and amount of the tourist services and selected method of payment (hereinafter referred to as the Application Form), signed by the Client and with given permission for card transaction or with an advance payment of a specified amount of the full price (hereinafter referred to as Advance) which has been set in the Travel Itinerary or the General Conditions. By accepting the offer in the way described above the Contract is signed between Client and ETW, and as such the contract can be Contract for Travel if the subject matter is Package Tour Contract or Contract for Tourist Services, if the subject matter is an excursion (hereinafter for both cases referred to as the Contract) By sending and signing a written Application for the tourist services, the applicant (Client) and any other potential client or legal guardian of the applicant or any other potential client, on behalf of the individual which he legally represents, confirms that he/she has read all the Integral Components and that he/she accepts all the mentioned terms and is obliged to respect all the mentioned conditions.

Educational Travel Worldwide has the right to decline every Application for any tourist services.

If it is afterwards stated that the Contract was signed based on incorrect or incomplete data given in the Application by the Client, the ETW has the right to terminate the Contract with immediate effect, according to the provisions of Article 8.3. of the General Conditions.

## SUBJECT MATTER OF THE CONTRACT

ETW provides the tourist services to the extent as stated in the Travel Itinerary for every individual Package Tour Contract. ETW can, if specifically demanded by the Client, provide additional tourist services that are not stated in the Travel Itinerary.

## EDUCATIONAL TRAVEL WORLDWIDE OBLIGATIONS

ETW obliges to provide the services that include the contents and characteristics as stated in the Contract and to mind the rights and interests of the Client, in accordance with customary practice, with the exception of circumstances that are not under influence or control of the ETW, in which case the ETW is not responsible for any changes or failure to execute the tourist services due to force majeure or due to delays of the means of transport for which the ETW is not responsible under legal regulations and international conventions. In cases as such the ETW is not obliged to refund to settle any additional expenses of the Client. These particularly include:

War, ongoing war, civil unrest, terrorism

Strikes

Natural disasters

Decisions and regulations made by competent national authorities after the Travel Itinerary was published, and which have binding significance

Flight cancellation and/or delays of aircraft or other means of transportation and such

All other exceptional circumstances which the ETW was not able to foresee, avoid or eliminate

The ETW obliges to, before tourist service start date and within a reasonable term, inform the Client in writing or by any other permanent media of the travel destination or any changes of the means of transportation as well as the time of departure; his seat number, name, address and phone number of the local representative of ETW or, if there is no local representative, contact information of a person in charge in case of difficulties, or, if there is no such person, phone number or any other mean of communication with the ETW; in case of a minor traveling, direct contact with him/her or the person in charge; possibility of signing a contract of cancellation insurance and the expenses of help or return of the passenger to the departure point in case of accident or illness.

The ETW will not bring personal data of the passenger, such as his/her luggage, movement or names of other passengers out of the country or give it to a third party, with the exception of insurance company and/or upon request of the competent state authority.

## ETW'S RIGHT TO CHANGE THE COMPONENTS OF THE CONTRACT

If ETW makes any significant changes in the Integral Components of the Contract (program, accommodation, price) he is obliged to inform the Client in writing without any delay.

If ETW offers the Client a changed Contract, the offer has to include the changes that have been made as well as their influence on the price.

If the Client does not want to comply with the changes made to the Contract, he/she is free to terminate the contract without the obligation of compensation of expenses or use other travel program the ETW is able to offer, without compensation if the price is higher, or with amount to recover for the price difference if the price is lower.

The Client is obliged to inform the ETW of his/her decision 2 workdays after receiving the offer at the latest. If the Client, according to the provisions of Article 7.3. of General Conditions, wishes to terminate the Contract, ETW is obliged to refund of the money the Client paid, excluding the expenses of issuing a visa if the procedure was already ongoing at the time of appearance of circumstances from the Article 7.3. of General Conditions.

Client does not have the right to request a refund or compensation if the Package Tour Contract was changed due to exceptional circumstances that are not under influence or control of the ETW.

If ETW has not been able to provide the majority of services arranged when the service already began, or makes an estimate he will not be able to provide the majority of services arranged when the service already began, ETW is obliged, at their own expense, to make the necessary changes of Travel Itinerary and, if necessary, refund or compensate the price difference between the price of services offered and the price of services provided.

If it is not possible to make the necessary changes of the Travel Itinerary adequately or if the Client declines the changes on reasonable grounds, ETW is obliged, at their own expense, to enable the Client to return, with adequate means of transport, to the point of departure or other place if the Client is compliant, and refund or compensate for damages.

## ETW'S RIGHT TO TERMINATE THE CONTRACT

ETW has the right to, completely or partially, terminate the Contract in case of exceptional circumstances which the ETW was not able to foresee, avoid or eliminate, according to the provisions of Article 6.1. of General Conditions, which, if existing at the time of signing the Contract, would be a reasonable ground for the Contract not to be signed.

ETW has the right to terminate the Contract if there is not enough passengers that applied for a travel, in which case the ETW is obliged to notify the Client in an appropriate period which is no shorter than 5 days before the planned departure day. Minimum number of applied passengers is detailed in every Travel Itinerary.

If ETW terminated the Contract for reasons given by Client, the Client does not have the right to demand compensation for the damages caused by termination of the Contract.

## PRICES

Prices for every tourist service are published in Euro for every tour and are valid from the day Travel Itinerary is published. Prices in other currencies that are not rated on the exchange rate published by Erste&Steiermärkische Bank d.d., are calculated based on middle selling rate of the currency applied on the day of Advance payment.

ETW has the right to demand an increase of the arranged price up to 21 days before departure date if: there have been changes in exchange rate of the arranged currency; there has been an increase of cost of transportation that were previously unknown to the ETW, including gas or fee (such as airline fees), that influence the price of the service. ETW will notify the Client of price increase in writing, to the last known contact address of the Client given by Client to the ETW, 7 days before departure date at the latest.

Client is compliant with the possibility of price increases up to 10 % of the price of tourist service from Travel Itinerary, in case of prices changing according to the provisions of Article 9.2. of General Conditions.

If the price increase would be higher than 10 % of the price of tourist service from Travel Itinerary, Client has the right to terminate the Contract within 5 days from provided written statement. In that case the Client has the right to refund of the amount paid and is not obliged to compensate the ETW, excluding the expenses of issuing a visa if the procedure was already ongoing at the time of receiving the written statement. It is considered the Client is compliant with price increase if he/she does not terminate the contract within 5 days from provided written statement of the ETW. It is considered Client was notified of price increase in writing: by email on the day the Client notified the ETW of receiving the statement, by fax on the day the Client notified the ETW of receiving the statement or when receiving a positive fax confirmation; personally on the day of picking up the statement personally; by post office delivery on the day of submitting the statement to the authorised courier service.

## CLIENT'S OBLIGATIONS

Client is obliged, after the Contract is signed, to pay the Advance of 30 % of the price, or 10 % for services on request unless stated otherwise in the Travel Itinerary. The rest of the amount is to be paid 21 days before departure date at the latest.

If Client does not pay the outstanding amount before the given deadline, the Contract is terminated and the provisions of Article 8.3. of the General Conditions are applied.

Client is obliged to deliver all the necessary information to the ETW, and especially the information needed for booking tickets, accommodation and documents necessary for crossing international borders.

Client is obliged to personally make sure his documents and luggage are in accordance with international, custom, sanitary, monetary and other regulations.

Client is obliged to comply with the house rules of hotels, restaurants and other tourism-related facilities and to cooperate with ETW and service providers in good faith.

Client is responsible for causing any damage to ETW by not complying with obligations set by signing the Contract. Client is responsible for any damages to ETW, service providers and third parties caused personally, by accident, deliberately or by negligence.

## CLIENT'S RIGHT TO TERMINATE THE CONTRACT

Client has the right to completely or partially terminate the Contract at any given time, in which case the ETW has the right to compensation, which is determined by the time remaining until departure date as follows:

Up to 30 days before departure date: 40 % of the full price

29 – 15 days before departure date: 80 % of the full price

14 – 0 days before the departure date: 100 % of the full price

If the termination of Contract by the Client caused any additional expenses that exceed the price of the service, ETW has the right to ask for a compensation of those additional expenses.

ETW has the right to compensation of the initial expenses only: if the Client terminated the Contract due to circumstances that were not able to foresee, avoid or eliminate which, if existing at the time of signing the Contract, would be a reasonable ground for the Contract not to be signed, even in a case the Client or ETW ensured the adequate substitution.

## STAR RATING AND DESCRIPTION OF SERVICES

Accommodation (hotels, apartments, private apartments, bungalows), meals and other services published in the Travel Itinerary are described by local rating of the state the tourist service provided is located in, at the time the Travel Itinerary is published. Standards of accommodation and services differ from country to country and are not comparable.

If tourist services include a foreign language course, the Client will accept the accommodation in a hotel, apartment, bungalow or homestay arranged by the school he/she will attend.

ETW will strive to satisfy the demands of the Client that requests a change of accommodation given and will negotiate with service provider, but is not responsible if the change is not possible for any given reason.

Entrance to apartments and hotel room upon arrival is not possible before 14:00 hours local time; the Client has to check out and leave the room until 10:00 hours local time on the day of departure or continuing the tour.

## HEALTH REGULATIONS AND PROTECTION

When traveling to some countries, vaccination is mandatory. By signing the Contract Client is compliant with the obligation to receive the vaccines and accept all other health regulations for these types of travel. Vaccination is mandatory if the information was given by the authorities after the Contract was signed. If, by the WHO regulations, the Client is not allowed to vaccinate for health reasons, doctor's written confirmation is necessary as a replacement for vaccination confirmation.

## LUGGAGE

The amount of luggage allowed in an aeroplane without supplement is determined by the rules and regulations of the Airline. For every additional kilogram of luggage that surpasses the allowed amount without supplement, the Client will pay the fee according to the Airline tariff. ETW is not responsible for destroyed, damaged lost or stolen luggage or valuables during transport or in hotel. If the luggage is destroyed, damaged or lost during transports, the company in charge of the transport holds the responsibility. Client personally have to send a complaint to the company in charge of the transport for any damages regarding the luggage.

## TRAVEL INSURANCE

When filling out the Application, ETW will notify the Client of his right to sign a travel insurance contract with insurance company, as well as of any other insurance available for the travel period.

The Client independently decides which insurance policies offer he/she would like to accept for him/herself and for others he/she is arranging the tourist services.

## GUARANTEE FUNDS FOR PACKAGE TOUR CONTRACT AND PROFESSIONAL INDEMNITY INSURANCE

ETW has signed the contract for Guaranty Fund Insurance no. 45-7002693679 with Uniqa Insurance and Professional Indemnity Insurance no. 1322-00040993 with Wiener osiguranje, Vienna Insurance group d.d., Zagreb, for insuring guarantee funds for every tourist arrangement, every Package Tour Contract from the damages caused by ETW by failing to fulfil, partially fulfilling, or disorderly fulfilling the commitments towards the Client. In case of failing to provide services arranged due to insolvency or bankruptcy.

When applying for compensation from the Guaranty Fund Insurance the Client must enclose the evidence of full payment.

## PERSONAL INFORMATION

Client is informed and compliant with ETW using his/her personal information, including OIB (personal ID tax number), as a way of identification in necessary business activity as well as sharing it with parties included in providing the tourist services arranged by the Contract. If the Client wishes to revoke his/her compliance for data processing, as well as the compliance for sharing it with parties included in providing the tourist services, he/she is entitled to do so by sending a written request for revoking the compliance and delivering it to ETW's headquarters: Educational Travel Worldwide, Zagreb, Sesvete Gajeva 2 a.

## TRANSFER OF RIGHTS AND OBLIGATIONS, CONTRACT TRANSFER

ETW is authorized to, without Client's consent, transfer or carry out in any other way his rights and obligations from the Contract; the Client is compliant with processing, transfer included, of his personal information by the person who rights and obligations of the Contract were transferred to, therefore the Contract was assigned to.

If the Client is prevented from starting the planned tour/service, the Client is able to specify a different person who can use the arranged services if that person is meets the demands of that particular tour/service, if he notifies the Tour Operator in timely manner and if the ETW is able to, considering the contractual links with service operators of the services included, to carry out the replacement.

The Contract is under the law of Republic of Croatia.

## COMPLAINTS AND CLAIMS

If the Client has a complaint during the tour in case of ETW's failure or partial failure to provide services arranged, ETW or it's local representative are obliged to appropriately solve the complaint if possible. If the Client has complaints during the tour regarding hotel or apartment accommodation, the Client is obliged to refer the complaint to the service provider there on the spot in writing or in the book of complaints. He/she shall then receive a confirmation of said complaint which the Client is obliged to bring directly to the ETW 8 days after the service end/return date at the latest.

Client is obliged to inform the ETW of any failure or partial failure to provide services arranged by the service provider as soon as possible, and 8 days after the service end/return date at the latest. ETW will not take into account the complaints received after the deadline from the Article 19.2., as well as the Article 19.1., because by delaying the complaint he/she disabled the possibility of solving the said complaint by the ETW on time. ETW will solve only those complaints that were not been able to be solved on the spot.

If the Client books a tourist service in Last Minute period he/she does not have the right to accommodation quality complaint.

## FINAL PROVISIONS

These General Conditions are the integral component of the Contract signed by the Client and Educational Travel Worldwide, that is, a certified travel agency in which he/she applied for a travel/tour organized by Educational Travel Worldwide d.o.o.

These General Conditions will take effect on 18.05.2016.