

## **1.) GENERAL TERMS AND CONDITIONS**

The general terms and conditions for offering our services are part of the contract in other words the invoice, between DELECTA d.o.o. (Ltd.) ,DELECTA CRUISES, Castropola 41, 52100 Pula, Croatia, Croatian ID: HR-A-52-130000935, VAT: 45726041402 and the CUSTOMER who accepts the arrangements as offered (with voucher as the final document issued and delivered to CUSTOMER by DELECTA d.o.o. (Ltd.) / DELECTA CRUISES. Everything that is listed in the general terms and conditions represents a legal commitment for the CUSTOMER, as well as for DELECTA d.o.o. (Ltd.) / DELECTA CRUISES (hereinafter DELECTA CRUISES).

## **2.) WEB SITE CONTENT**

The web site content is not allowed to be used for commercial purposes. Anything published on this web site is copyrighted and thus not available for editing, copying or distribution without agreement with the web site owner DELECTA d.o.o., Castropola 41, 52100 Pula, Croatia.

Information published on our web site is considered accurate at the time of publishing. DELECTA d.o.o. reserves the right to change any information on the web site without prior notice.

## **3.) CRUISE /TOUR RESERVATION AND BOOKING**

All bookings via DELECTA CRUISES are on request. Inquiries and reservations for cruises/tours can be made by email [info@croatiacruise.agency](mailto:info@croatiacruise.agency), [zlatko@croatiacruise.agency](mailto:zlatko@croatiacruise.agency) , through DELECTA CRUISES web site inquiry form as well as via our partner agencies. If/when Customer decides to go ahead with cruise/tour reservation DELECTA CRUISES sends to Customer Booking Confirmation document by email. Booking Confirmation document includes all the details related to the reservation such as final quotation, specification of services included as well as payment schedule. For the issuing of Booking Confirmation document, the Customer will provide to DELECTA CRUISES all the information required for the reservation process such as full names of all the passengers as well as information on the selected cabin(s) category / type of room(s).

## **4.) CRUISE / TOUR PAYMENTS**

For confirmation of the cruise/tour reservation a 30 % reservation deposit is required and payable within 5 days from the date when DELECTA CRUISES sends to Customer the Booking Confirmation document. The deposit will secure Customer`s reservation. Reservation deposit is non-refundable. Final payment due is no later than 60 days prior to embarkation (unless when early booking discount applies that may include different payment schedule). For the reservations that fall less than 60 days prior to the cruise/tour full payment for the cruise/tour is required within 5 days from the date of issuing Booking Confirmation document. Reservation deposit as well as final balance are to be paid by bank wire transfer to DELECTA CRUISES bank account (bank details shown in the Booking Confirmation document) or by a credit card. DELECTA CRUISES accepts VISA and MASTER cards. At payments by credit cards the charged amount will be shown in EURO and the Croatian currency Kuna according to the exchange rate of HNB (Croatian National Bank) on the billing day. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Kuna according to the current exchange rate of

the HNB (Croatian National Bank).

When charging your credit card, the same amount is converted into Customer`s 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.

Providing Customer`s credit card details over the telephone also confirms that the Customer fully accepts these payment terms. When making a reservation and final booking, Customer confirms that he/she has the authority to accept these conditions on his/her behalf and on behalf of all members of the group and further, if one is making booking for more than one person, that he/she is responsible for all payments due from each and every member of the group for whom he/she is making a booking.

## **5.) CANCELLATION POLICY / TRAVEL INSURANCE**

Cancellations must be in writing to DELECTA CRUISES.

In case of cancellation the following fees will apply;

### **CANCELLATION FEES:**

\* up to 60 days prior to the cruise/tour commencement - loss of deposit

59 - 36 days prior to the cruise/tour commencement - 50 % of the cruise rate

35-0 days days prior to the cruise commencement - 100 % of the cruise rate

Unused features of any cruise/tour program are non-refundable. There are no refunds for included features not delivered due to weather and/or any other reason not controllable by the cruise line and/or its agents. If Customer did not use services that were made available to him/ her during the cruise/tour due to the fact that he/she ended the cruise/tour earlier or due to any other unpredictable reasons, the Customer would not have the right to seek a partial refund of the full amount paid.

DELECTA CRUISES strongly recommend to Customer purchasing of a travel insurance which covers the risks of cancelling or interruption of the voyage, the costs of accidents or death, medical assistance, transport home and loss or damage of luggage and similar. Such insurance can be purchased through a travel agency or through insurance company.

## **6.) CRUISE / TOUR RATES**

The cruise/tour rates include the services provided in the description of each cruise/tour and the cruise/tour dates related to the reservation. Any additional ordered services i.e. those that are not included in cruise/tour rates are on request and must be made during the reservation process. The rates for the cruising routes are listed in EUR. DELECTA CRUISES reserves the right to change the listed rates (in the event of rates being changed by the service providers / cruise line/ship owner). Should rate changes occur prior to the deposit being paid, DELECTA CRUISES is obligated to inform Customer on these changes. Should the number of persons in a reserved cabin/room exceed the number indicated on the cruise/tour documents (voucher), the service provider has the right to withhold services for unannounced travelers or to allow all of the unannounced travelers and request additional payment on the spot.

## **7.) CRUISE / TOUR DOCUMENTS**

Upon Customer`s final payment DELECTA CRUISES sends to the Customer cruise/tour documents by email. Cruise documents include cruise/tour joining instructions, life on board information, all the relevant contact details, vouchers applicable to customer`s tour/ cruise as well as any additional vouchers and /or contact details for any pre/post cruise/tour services booked such as f.i. transfers, hotel accommodations, any other individually agreed arrangements.

## **8.) OBLIGATION AND RESPONSIBILITY OF DELECTA d.o.o. (Ltd.) / DELECTA CRUISES**

DELECTA CRUISES is obliged to respect the privacy of all its Customers and business partners and will not disclose their information to third parties or use it without approval.

DELECTA CRUISES collects only the necessary information about the Customer required to make a reservation. All Customer`s information is protected and only available to DELECTA CRUISES employees for the purpose of reservation and booking. DELECTA CRUISES is responsible for providing services as well as selecting the service provider(s) while respecting the rights and interests of Customer in accordance with the traditions of the tourism industry. DELECTA CRUISES ensures services according to the information published and valid at the time of the confirmation of reservation and according to the description and travel period in accordance with confirmed reservations except under circumstances beyond company` control i.e. "Force Majeure" ; such as any unforeseeable and unpredictable event out of the Company`s control including Acts of God (such as, flood, earthquake, storm or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riots, civil disturbances, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service and/or any unforeseen technical problems with transport including changes due to rescheduling or cancellation or alteration of flights, closed or congested airports or ports.

The cruise/ tour organizer can cancel the voyage as a result of the minimum number of required passengers not being met only if he/she provided the minimum number of passengers in the description of the cruising route and adhered to the date by which he/she was obligated to inform the Customer of the cancellation. In the event of a cancellation, Customer must be notified no later than 7 days prior to the beginning date of the cruise/tour. If the cruise/tour organizer comes to the realization that the minimum number of required passengers has not been met prior to the abovementioned deadline, he/she is obligated to notify the Customer in which case the Customer is entitled to a full refund. The Customer also has the opportunity of accepting an alternative cruise/tour provided that that DELECTA CRUISES is able to offer such an alternative cruise/tour.

DELECTA CRUISES and/or the cruise line/ship owner and/or ground agents will not be responsible for any loss, injury or damage to a person, property, or otherwise in conjunction with any accommodations, transportation, or other services resulting, directly or indirectly from acts of God, dangers incidental to the sea, fire, breakdown in machinery or equipment, or from any causes beyond the company's control;

and the company will not be liable or responsible for any additional expenses or liability sustained or incurred by the Customer (passenger) as a result of the foregoing clauses.

Every effort will be made to adhere to the itinerary as stated; however, due to the schedule changes beyond organizer's control, DELECTA CRUISES and/or the cruise line/ship owner reserve the right, without prior notice, to change routing in the best interest of all passengers aboard the ship and with regard to the safety of the vessel.

DELECTA CRUISES reserves the right to change the vessel provider in case the contracted services are not supplied according to the previously agreed standards.

### **9.) OBLIGATION OF THE CUSTOMER /PASSENGER**

Customers / Passengers must be in the possession of proper travel documentation at the time of embarkation /tour start, including any visas that may be required. Customers are advised to consult with their travel agents and/or appropriate governmental agencies in this respect. DELECTA CRUISES shall not be liable for any loss, damage, delay etc., related to the passengers' missing or invalid travel documentation.

The Customer / Passenger warrants that he/she and those travelling with him/her are fit to travel at the time of embarkation / tour start and is required to notify DELECTA CRUISES of any physical disability or medical condition which may require special assistance during voyage. Failure to do so will release Ship owners / local ground agents and/or DELECTA CRUISES from any liability for loss, damages or other compensation arising from such disability or condition.

Ship owners reserve the right to require that any Passenger who is not self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency. Minors under 18 years of age cannot travel alone and must be accompanied by and accommodated near an appropriate adult accepting responsibility for their wellbeing and conduct.

Passengers who are more than 28 weeks pregnant are not permitted to travel on board the ships we advertise.

Master of a vessel reserves the right to refuse passage or to confine any Passenger whose physical or mental condition or behaviour in Master's opinion constitutes a risk to Passenger's own well-being or that of any other Passenger or crew member.

Passengers are prohibited from bringing on board the vessel any goods or articles of a dangerous nature, as well as animals. Breach of this condition may result in Passenger concerned paying statutory penalties and/or fines. Should such breach result in any injury, loss, or damage, Passenger concerned shall indemnify Ship owners and / or DELECTA CRUISES against any claim in respect thereof.

Passenger will be held responsible for any expenses or damages that he/she may cause on board a ship. By confirming the reservation, the Customer/Passenger takes obligation to refund on the spot to the service provider any damage(s) he/she may have caused.

All accounts for services and goods provided on board the ship / hotel which are not specified under inclusive of cruise/tour price must be settled before the Customer /Passenger leaves the ship / hotel.

#### **10.) COMPLAINTS**

Any complaints, problems or claims which may arise during the voyage must be raised by the Passenger on the spot with a representative of Ship owners, i.e. Cruise Director and/or Master of the vessel and must be notified in writing as soon as possible, at latest 14 days since arrival to DELECTA email [info@croatiacruise.agency](mailto:info@croatiacruise.agency). DELECTA shall only take into consideration those complaints which are received after the 14-day deadline.

According to the Law on Provision of Tourism Services, official supervision is carried out by the Ministry of Tourism, the independent sector of tourism inspection; Trg Republike Hrvatske 8/1, 10 000 Zagreb

#### **11.) COURT JURISDICTION**

If case where Customer is not satisfied with the manner in which his/her complaint was handled, he/she has the right to judicial arbitration. The Customer and DELECTA will aim to settle possible law suits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the Pazin Court jurisdiction, under the authority of the laws of the Republic of Croatia.