

## 1. GENERAL INFORMATION

Fiore tours that operates within the company Fiore d.o.o., travel agency, Mate Vlašića 6, 52440 Poreč, Croatia, corporate ID number: 040009121, VAT number: HR58088454926.

Website / webshop: [www.fiore-tours.com](http://www.fiore-tours.com) / [www.fiore.hr](http://www.fiore.hr)

Phone: +385 52 431397

E-mail: [adventure@fiore.hr](mailto:adventure@fiore.hr)

The general conditions of business are part of the contract between a travel agency Fiore tours that operate within Fiore d.o.o., and the traveler who accepts the offered arrangement. By agreeing to the service (i.e., concluding a contract), the guest confirms that he is fully familiarized with these general terms and that he will adhere to them in their entirety.

## 2. BOOKING PROCEDURE

A booking for a trip with Fiore Tours can be made by first checking price and availability and then sending booking form and a deposit. A deposit is 30% of the price of the total price. A booking is not confirmed before we receive the booking form and deposit at which point a receipt and invoice for the final balance will be issued. The balance is due four weeks before departure. Full payment is required for a booking made less than four weeks before departure. Payment can be accepted with bank transfer or online by credit card. If the balance is not paid at the specified time, unless previously arranged with us in writing, we reserve the right to cancel the booking.

## 3. PRICE

Stated prices are in EURO and include all services specified in the itinerary. Unless specifically included, it does not include International flights, Visa and passport charges, Airport taxes, Insurance, Meals and services not included in the itinerary, Expenses of a personal nature, Insurance, Emergency costs, Excess baggage charges.

## 4. ITINERARY

The itinerary is provided in good faith but should be seen as a general aim rather than a contractual statement of detail. In particular standards of comfort and service may vary and transport timings may change. Factors beyond our control may necessitate changes. Clients will be consulted whenever possible when there are choices available. Route and hotel changes may be necessary and will always be at the discretion of the tour leaders and Fiore tours. They do not constitute an alteration of your holiday and will not be compensated. Under no circumstances can Fiore tours, any ground operators or representatives be held responsible for any wildlife mentioned in our brochures or itineraries, but not actually seen during the holiday.

## 5. PRE-TRIP DOCUMENTS

Educating and preparing our travellers is a priority for us. Approximately one month prior to departure, you will receive a comprehensive Pre-Departure Briefing detailing your trip, the history and wildlife of the region, what to pack and how best to prepare. Depending on the specific trip, you may receive other documents at this time or at a later date.

## 6. ALTERATIONS BY US

We reserve the right to alter arrangements and itineraries because of operational factors, or when we consider it in the best interests of our clients. Changes will be made known to clients as soon as possible. If these changes are substantial and unacceptable a refund may be given. In regard to financial alterations, we reserve the right to alter quoted prices. Should any price increase exceed 10% of the total cost you the client has the right to cancel the booking and a refund may be given. Less than 30 clear days before the date of commencement of your tour, no additional charges will be made except when the booking has been made within this period in which case additional charges may be made up to and including the date on which the invoice is issued.

## 7. ALTERATIONS BY YOU

Any special requirements should be notified at the time of booking. Alterations after booking are sometimes possible but note that there is an administration charge for this service. If, after our confirmation invoice has been issued, client wish to change their travel arrangements in any way, for example, their chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing, and you will be asked to pay an administration charge of EUR 30 per person, and any further cost we incur in making this alteration.

## 8. CANCELLATION BY US

We reserve the right to cancel the trip for reasons beyond our control. A full refund will be made but we accept no responsibility for further compensation. If such cancellation is due to 'force majeure' (inclusive of war, civil or political unrest and natural disasters) reasonable expenses we have incurred will be deductible from any refund. Any compensation and refund are strictly limited to monies paid to us. We are not liable for any expense you have incurred as a result of your booking.

## 9. CANCELLATION BY YOU

Cancellations must be made in writing. The following charges will apply:

- from reservation – 60 day before departure 10% of total trip cost
- 59 – 29 days before departure 30% of total trip cost
- 28 – 15 days before departure 50% of the total trip cost
- less than 14 days before departure 100% of total trip cost

## 10. PASSPORTS AND VISAS

Clients must have valid personal travel documents. Invalid documents leading to the cancellation of the travel shall not result in any harmful consequences for Fiore, and, if Fiore should suffer additional damages due to such an omission by a client, the client must compensate the damages suffered. If a travel document should be lost or stolen during travel, the costs of issuing new documents shall be

borne by the client. Here you can find basic information about the visa regime between the Republic of Croatia and all other countries/entities: <http://www.mvep.hr/en/consular-information/visas/visa-requirements-overview/>

## **11. BAGGAGE**

The client must take care of their belongings brought on the vehicle and are obliged to bring them along whenever leaving the bus. Otherwise, the client shall be responsible for theft, loss or damage of objects left unattended in the vehicle

## **12. BEHAVIOUR**

The trip leader, guide or local ground operator who represents Fiore tours has overriding authority on our holidays. It is essential that the instructions of the trip leader/guide are followed at all times for the safety and wellbeing of individuals and of the group. You agree to comply with such instruction on the signature of our booking form. We reserve the right to require any person to withdraw from the trip if their behaviour is deemed offensive, dangerous or incompatible with the conduct of others, and we shall be under no further liability to any such person.

## **13. HEALTH**

We will give general advice on health matters before the trip, but you are advised to consult your doctor for specific advice. Depending on your trip, parts may be strenuous and it is your responsibility to be adequately fit. During the trip, a basic first aid kit will be carried but the leader/guide is not medically qualified and any treatment will be only with your consent. Be sure that you carry any specific personal medication.

## **14. RISK**

Guest gives Fiore his personal information voluntarily. Personal data of service users are required in the process of booking and realization of the requested service and will be used for further mutual communication.

## **15. PROTECTION OF PERSONAL INFORMATION**

Guest gives Fiore his personal information voluntarily. Personal data of service users are required in the process of booking and realization of the requested service and will be used for further mutual communication.

Fiore is committed not to disclose the personal data of the user out of the country or to provide it to a third party other than the partners participating in the realization of the contracted services.

The personal data of the user will be kept in the database, according to Fiore's decision on how to collect, process and store personal data.

Fiore has the right to use the personal information of service users for marketing purposes. The user is able at any time to sign out with the "Sign out" link at the end of each mail or by submitting an application to [adventure@fiore.hr](mailto:adventure@fiore.hr)

An objection to the processing of personal data for marketing purposes will not affect the contracting and / or realization of the requested service.

## **16. INSURANCE**

### **INSURANCE IN CASE OF CANCELLATION OF RESERVATION**

If during the reservation, the traveler expects he could cancel the reservation for some reason, Fiore tours recommend Cancellation insurance. Cancellation insurance can't be paid afterwards, only during initial request for the travel.

### **TRAVEL INSURANCE**

The cost of travel does not include the package of travel insurance. Fiore advises their guests to pay the travel insurance: insurance against risks of accidents and diseases, travel insurance from loss or damage of luggage as well as health insurance during travel and stay abroad, and insurance to cover the costs of assistance and return of passengers to the starting place in case of accidents and illnesses.

### **INSURANCE IN THE EVENT OF PAYMENT INCAPABILITY OR BANKRUPTCY OF THE TRAVEL ORGANIZER**

Fiore has concluded with Triglav d.d. a Contract on Insurance in Case of Insolvency or Bankruptcy of the Fiore, where the travel service might not be performed, or for the refunding the cost of the Guest's way back to the place of departure. In case of occurrence of the insured event, the Guest should contact the Insurer as soon as possible:

Triglav Osiguranje d.d., Antuna Heinza 4, Zagreb, OIB: 29743547503, Phone +385 52 526402. Policy number: 990007051412

### **LIABILITY INSURANCE**

Fiore has concluded with the insurance company Triglav osiguranje d.d. a Liability Insurance Contract for damages caused to a guest by failure to meet obligations or by partially or inconsistently meeting obligations. In the event of an insured case, the guest should as fast as possible contact the insurer:

Triglav Osiguranje d.d., Antuna Heinza 4, Zagreb, OIB: 29743547503, Phone +385 52 526402. Policy number: 990007051413

## **17. COMPLAINTS**

In the unlikely event of you being dissatisfied with any aspect of the trip, the matter should be raised with the leader/guide as soon as possible. Matters can usually be put right on the spot. Failure to do this will adversely affect any claim at a later date. In the event of continuing dissatisfaction, the complaint should be made to us, in writing, within 14 days of your return. We will investigate fully and report back to you as soon as possible. We agree to independent arbitration should this become necessary.

### **NOTICE ON FILING CUSTOMERS COMPLAINTS**

Pursuant to Article 8 Paragraph 2 of the Law on Consumer Protection (Narodne Novine Official Gazette No. 97/07 and 125/07 – corr. 79/09 and 89/09 – corr., 133/09), we inform our clients that complaints regarding the quality of our services can be submitted in writing to:

FIORE TOURS

MATE VLAŠIĆA 6, 52440 Poreč, Croatia

E-mail: [adventure@fiore.hr](mailto:adventure@fiore.hr)

or impersonate our premises.

You will receive a response to your complaint in writing within 15 days of receipt of the complaint. Required information: name and surname of the person filing the complaint, the exact address for submission of responses.

## 18. JURISDICTION

On the signature of the booking form, you are accepting our terms and conditions as described in the booking conditions. The booking conditions may only be waived by a director of the company and in writing. On acceptance of your booking, we agree to carry out our obligations to you as defined in the documents you have received. These conditions are subject to and shall be construed according to Croatian law.

The Traveler and the Agency will aim to settle possible lawsuits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the Rijeka Court jurisdiction, under the authority of the laws of the Republic of Croatia.

## 19. TRAVEL PACKAGES

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to packages. Company FIORE d.o.o., travel agency will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company FIORE d.o.o., the travel agency has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract. Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs. The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance, if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if the transport is included in the package, repatriation of the travelers is secured. Fiore .o.o. has taken out insolvency protection with Triglav osiguranje d.d. (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity Triglav Osiguranje d.d., Antuna Heinza 4, Zagreb, OIB: 29743547503, Phone +385 52 526402. Policy number: 990007051412 if services are denied because of Fiore d.o.o. insolvency.

Directive (EU) 2015/2302 as transposed into national law: <http://eur-lex.europa.eu/legal-content/HR/TXT/?uri=CELEX:32015L2302>

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