

GENERAL TERMS AND CONDITIONS

Name of the Travel Agency: ŽITO d.d. BRANCH ČEPIN, Travel Agency

1. GENERAL PROVISIONS

These General Terms and Conditions govern the manner of providing tourism services by the travel agency ŽITO d.d. BRANCH ČEPIN, travel agency (hereinafter: the Agency).

These General Terms and Conditions apply to all tourism services organized by or mediated through the Agency, regardless of the place of sale or service delivery.

The Agency operates in accordance with the Tourism Services Act, the Obligations Act, and other applicable regulations of the Republic of Croatia.

2. AGENCY DETAILS

Name: ŽITO d.d. BRANCH ČEPIN, travel agency, registered in the Court Register of the Commercial Court in Osijek under registration number 030033416.

Registered Office: Čepin (Municipality of Čepin), Ovčara 5

OIB (VAT ID): 03834418154

Entry in the Register of Travel Agencies: Ministry of Tourism and Sports, registration number 1480/2024

Telephone: +385 31 226 700

E-mail: info@hotelmaterra.com

The Agency may also provide services through a sales outlet located within Hotel Materra; however, the hotel itself is not a provider of tourism services.

3. TYPES OF TOURISM SERVICES

The Agency provides the following services:

- organization, sale, and implementation of package arrangements
- organization, sale, and implementation of excursions
- organization of transportation and transfers of participants to the departure point, during excursions, and after completion of the service
- organization, sale, and implementation of congress tourism services
- organization of visits to cultural and historical landmarks
- sale, mediation, and reservation of tickets for all types of events, museums, etc.
- sale, mediation, and reservation of catering services

- mediation in the provision of tourism services of other service providers

Note: If transportation is included as part of an arrangement, the price includes transportation costs, tour guide services, and organization of transfers from the departure point to the destination and back.

4. TRAVEL AND EXCURSION PROGRAM

For each service, a program is provided containing basic information about the itinerary, duration, price, and included and excluded services.

The program is available prior to the use of the service in written or electronic form.

A) AGENCY AS ORGANIZER

5. PRICES

All prices are stated in euros and apply exclusively to the services specified in the program and/or offer/pro forma invoice and/or contract.

The price may include transportation, tour guide services, entrance fees, meals, and other specified services.

6. PAYMENT TERMS

6.1. Individual Clients

- Payment is made in full before the start of the service or partially, as agreed.
- A reservation is considered confirmed upon receipt of payment.

6.2. Groups

- For groups (schools, associations, companies), a deposit of 30% of the total price is required.
- The remaining balance must be paid no later than 5 days before the start of the service.

7. CANCELLATION TERMS

7.1. Individual Clients

- Excursion, arrangement, or transfer reservations must be canceled at least 3 days before the start of the service.

- If the client fails to cancel within the specified period or does not show up, the Agency reserves the right to charge the full amount of the first service.
- If the client is unable to confirm arrival by midnight prior to the day of service, they must inform the Agency at least 1 day in advance. Otherwise, the reservation is canceled and the full amount of the first service is charged.

7.2. Groups (schools, companies, associations)

- Group reservations may be canceled in writing at least 30 days before the start of the service, free of charge.
- In case of later cancellation, the following cancellation fees apply:
 - 14 to 7 days before the start of the service – 50% of the total reservation costs
 - 6 days before the start of the service until the day of service – 100% of the total reservation costs
- If the number of participants is reduced compared to the contracted capacity, the group organizer must notify the Agency no later than 5 days before the start of the service. Otherwise, all canceled services will be charged in full.
- If the number of overnight stays, rooms, transportation services, transfers, or the quantity of agreed services is reduced, the Agency reserves the right to amend the offer.
- The group organizer must submit the final list of participants with personal data no later than 7 days before the start of the service.
- After reservation confirmation, a deposit of 30% of the total price is required, with the remaining balance payable no later than 5 days before the start of the service.
- If a group cancels the reservation up to 30 days before the start of the service, the deposit will be refunded in full. After this period, the Agency reserves the right to retain the deposit.
- The group organizer is required to provide an authorized credit card or other agreed guarantee for payment of additional services that participants may use during the excursion or arrangement.

8. PROGRAM CHANGES

The Agency may change the order of visits, departure times, vehicles, or replace a catering facility with one of the same or similar category if required by objective circumstances, safety reasons, or force majeure.

9. CONDUCT AND SAFETY

Participants are required to follow the instructions of the tour guide and the rules of institutions and catering facilities.

In the event of serious violations of rules, following a prior warning if circumstances allow, the Agency may exclude a participant from the program without entitlement to a refund.

10. LIABILITY

The Agency is responsible for the proper performance of organized services in accordance with the law.

The Agency shall not be liable for delays, changes, or damages caused by force majeure, decisions of competent authorities, or the actions of third parties.

B) AGENCY AS INTERMEDIARY

11. INTERMEDIATION

When the Agency acts as an intermediary in providing services of other service providers, responsibility for service performance lies with the direct service provider, in accordance with their terms and conditions.

12. TICKETS, CATERING SERVICES, AND TRANSFERS

When mediating the sale of tickets, catering services, or transfers:

- the terms and conditions of the institution or catering facility apply,
- refunds are possible only if approved by the service provider.

COMMON PROVISIONS

13. SECURITY AND INSURANCE

The Agency has concluded security and liability insurance.

Insurer: CROATIA OSIGURANJE

Security insurance policy number: 298706000258

Liability insurance policy number: 078700127022

14. COMPLAINTS

Any irregularities must be reported immediately during the use of the service.

A written complaint may be submitted within 8 days after completion of the service to the address ŽITO d.d. BRANCH ČEPIN, Ovčara 5, 31431 Čepin, or by e-mail to info@hotelmaterra.com.

A response will be provided within 15 days.

A traveler who is not satisfied with the response of the Travel Agency may contact the Mediation Center of the Croatian Chamber of Economy, Zagreb, Roosevelt Square 2, mirenje@hgk.hr, for the purpose of initiating an alternative dispute resolution procedure and attempting to resolve the dispute amicably; otherwise, jurisdiction of the court in Osijek is agreed. In both cases, Croatian law and legal regulations shall apply.

The competent authority responsible for official supervision of travel agency operations and tourism services: State Inspectorate, Tourism Inspection, Šubićeva 29, 10000 Zagreb.

The operations of the travel agency are managed by: **Lana Gubić Kučan**, Head of Travel Agency Operations.

The Head of Operations is responsible for organizing and supervising the agency's business activities and ensuring lawful operations and compliance with applicable regulations.

15. PERSONAL DATA PROTECTION

The travel agency, as the data controller, processes personal data in accordance with the General Data Protection Regulation (EU) 2016/679, applicable Croatian legislation, and the Agency's internal acts.

Personal data are collected and processed exclusively for the purpose of contract execution, fulfillment of the Agency's legal obligations, and, where applicable, on other legal bases prescribed by the GDPR.

All matters related to personal data processing, including types of personal data processed, purposes and legal bases, retention periods, data subject rights, data recipients, security measures, and controller contact details, are regulated in detail and available in the Personal Data Processing Notice published on the website.

16. FINAL PROVISIONS

These General Terms and Conditions enter into force on the date of publication.

In Čepin, 02 July 2025