General travel conditions of the Travel Disputes Committee for package travel agreements

Article 1: Scope

These general terms and conditions apply to package travel agreements booked from February 14, 2024 and fall under the regulations of the Act on the sale of package trips, linked travel arrangements and travel services of November 21, 2017.

Article 2: Information from the organizer and retailer for concluding the package travel agreement

2.1 Before the traveler is bound to a package travel agreement, both the organizer and the retailer provide the legally required standard information, as well as, if applicable to the package tour:

- The main features of the travel services:
  - Travel destination(s), route and periods of stay, including dates and number of nights;
  - Location, main features and category of accommodation according to the rules of Croatia;
  - Meals provided;
  - Included visits, excursions or other services in the total price of the package tour;
  - Clarity about whether or not travel services are provided to the traveler as a member of a group;
  - Language in which other tourist services are offered where applicable;
  - General suitability of the trip for persons with reduced mobility.
- Total price of the package trip, and if applicable, indication of any additional costs borne by the traveler:
  - Payment terms;
  - Minimum number of people required for the execution of the package tour and the deadline for possible termination of the agreement if this number is not reached;
  - General information about passport and visa requirements in the destination country, including estimated visa acquisition time and health formalities;
  - Indication that the traveler can cancel the agreement upon payment of a cancellation fee;
  - Information about cancellation and/or assistance insurance.

2.2 The professional party ensures that the correct standard information form is provided to the traveler.

2.3 The pre-contractual information forms an integral part of the package travel contract and can only be changed by mutual agreement of the parties.

Article 3: Information by the traveler

3.1 The person concluding the package travel contract provides all relevant information about himself and his fellow travelers that may be important for the conclusion or execution of the agreement with the organizer and the retailer.

3.2 If the traveler provides incorrect information that leads to additional costs for the organizer and/or retailer, these costs may be charged.

Article 4: The package travel agreement

4.1 Upon concluding the agreement or within a reasonable period, the traveler will receive a confirmation on a durable data carrier, containing the full content of the agreement, including special wishes of the traveler.

4.2 The confirmation also includes information about the liability of the organizer, obligation to provide assistance, insolvency protection, contact details, complaints procedures and the traveler's right to transfer the contract.

4.3 Before the start of the trip, the traveler will receive all necessary documents, vouchers and information about arrival and departure times.

Article 5: Prices

5.1 The agreed price in the package travel agreement is fixed, except in the case of obvious material errors. The prices are based on exchange rates, taxes, levies and transport rates as known on 14/02/2024.

5.2 Prices are quoted per person and include the items stated in the quotation. All mandatory services are included, except those that must be paid in cash on site according to local regulations. Not included are costs for travel documents, visas, vaccinations, insurance, personal expenses, tips and optional trips.

5.3 Verbal or telephone quotes by our reservation service are always subject to change; only written confirmations are valid.

Article 6: Price increases

6.1 Prices can only be increased according to the conditions set out in the agreement, taking into account the relevant factors as described in Article 5.

6.2 In the event of price increases of more than 5% of the total price, the traveler can terminate the agreement free of charge and is entitled to a refund of the amounts paid.

6.3 Price increases must be communicated on a durable data carrier no later than twenty days before the start of the trip, including a motivation and calculation.

Article 7: Payment

7.1 When making a reservation, the traveler must pay a deposit of 30% of the total travel sum, unless stated otherwise on the website. The remaining outstanding balance must be settled no later than 30 days before arrival.

7.2 If the traveler makes a reservation less than 30 days before the start of the package trip, the deposit will be waived and the total travel sum must be paid immediately.

7.3 In the event of failure to pay, the agreement may be terminated and the resulting costs will be passed on to the traveler.

Article 8: Transfer of the agreement

8.1 The traveler can transfer the agreement under certain conditions, provided that the organizer is notified and any additional costs are at his expense.

8.2 Both the transferring and receiving parties are jointly and severally liable for the payment and any additional costs.

Article 9: Other changes by the traveler

Other changes requested by the traveler and which entail additional costs may be charged by the organizer.

Article 10: Cancellation by the traveler

10.1 The traveler can cancel the package travel agreement before the start of the trip. In the event of termination, a termination fee may be due, as determined in the agreement.

10.2 The cancellation costs vary depending on the time of cancellation. The exact cancellation date is determined by the date of receipt by the organizer. If the traveler cancels 7 days before arrival or does not show up, 100% of the travel price will be charged. If the traveler cancels between 7 and 30 days before arrival, the 30% deposit will not be refunded. In the case of cancellation more than 30 days before arrival, all amounts already paid will be refunded.

10.3 However, if unavoidable and extraordinary circumstances arise at the destination that have significant consequences for the execution of the trip, the traveler has the right to cancel the agreement without cancellation compensation. In this case, a full refund is guaranteed, without further compensation.

Article 11: Changes by the organizer

11.1 The organizer cannot unilaterally change the agreement, unless under specific conditions as described in article 11.

11.2 The organizer reserves the right to move and/or adjust the daily activities and excursions depending on the weather forecast.

11.3 In the event of major changes, the traveler is entitled to a free cancellation or an alternative package tour.

11.4 In the event of reduced quality, the traveler is entitled to a price reduction.

Article 12: Cancellation by the organizer

12.1 The organizer may terminate the agreement under certain circumstances, as described in Article 12. In these cases, all amounts received will be refunded to the traveler.

12.2 For specific trips such as Yoga retreats and Mountainbike tours, a minimum number of participants of 4 people applies. If this minimum is not reached, we reserve the right to cancel the trip and all the amounts paid will be fully refunded without further liability. The decision regarding cancellation will be made no later than 45 days before the start of the trip.

12.3 Cancellation due to force majeure: if the organizer is unable to perform the agreement due to unavoidable and extraordinary circumstances, the traveler will be informed of this before the start of the trip. In such cases, all payments received will be fully refunded, without further compensation being due.

Article 13: Timetable

The stated timetables are indicative only and are subject to change before and during the trip.

Article 14: Non-conformity during the trip

14.1 The traveler must immediately report any non-conformities during the trip to the organizer.

14.2 If a travel service is not performed in accordance with the agreement, the organizer will remedy this non-conformity, unless this is impossible or entails disproportionately high costs.

14.3 If the organizer does not remedy the non-conformity within a reasonable period, the traveler is entitled to a price reduction or compensation, in accordance with the conditions in Article 15.

Article 15: Price reduction and compensation

15.1 The traveler is entitled to an appropriate price reduction for any period in which the services provided do not comply with the agreement, unless the organizer can prove that the non-conformity is attributable to the traveler.

15.2 The traveler is entitled to appropriate compensation from the organizer for any damage he or she suffers as a result of non-conformity. This compensation will be paid without delay.

15.3 The traveler is not entitled to compensation if the organizer can demonstrate that the non-conformity is due to: 1) the traveler; 2) a third party not involved in the performance of the travel services in the package travel contract and whose non-conformity could not be foreseen or prevented; or 3) unavoidable and extraordinary circumstances.

Article 16: Liability of the organizer

16.1 The organizer is liable for the performance of the travel services as agreed in the package travel agreement, regardless of whether these services are performed by the organizer itself or by other travel service providers.

16.2 The information in this document is based on data known up to six months before publication. Any changes to operations, facilities and services will be communicated immediately after notification by the organizer.

16.3 The responsibility of the organizer begins and ends at the travel destination.

Article 17: Liability of the traveler

The traveler is responsible for any damage caused to the organizer and/or retailer, their employees and/or representatives as a result of his own mistakes or if he fails to fulfill his contractual obligations.

Article 18: Obligation to provide assistance

18.1 The organizer shall immediately provide appropriate assistance to the traveler in difficulty, in particular by providing useful information on medical services, local authorities and consular assistance, and by assisting the traveler in the use of remote communication and in finding alternative travel arrangements.

18.2 If the difficulties are the result of intent or negligence on the part of the traveler, the organizer may request compensation for this assistance, but this compensation may not exceed the actual costs of the organizer.

Article 19: Complaints procedure

19.1 If the traveler has a complaint before departure, he must report this to the organizer or retailer as quickly as possible in a reliable manner.

19.2 Complaints during the execution of the package travel agreement must be reported to the organizer or retailer as quickly as possible on site, so that a solution can be sought.

19.3 If a complaint is not satisfactorily resolved on site or if the traveler was unable to file a complaint on site, he must file a complaint with the organizer or retailer as soon as possible after the end of the travel contract.

Article 20: Reconciliation procedure

20.1 In the event of a dispute, the parties must first attempt to reach an amicable settlement.

20.2 If this attempt at an amicable settlement fails, any party involved can request to start a reconciliation procedure with the Travel Disputes Committee.

20.3 The secretariat will provide the parties with reconciliation regulations and a reconciliation agreement.

20.4 An impartial reconciliator will contact the parties to pursue an equitable reconciliation in accordance with the procedure described in the regulations.

20.5 The agreement reached will be recorded in a binding written agreement.

Article 21: Arbitration or court

21.1 If no reconciliation procedure is initiated or if it fails, the claimant may initiate arbitration proceedings with the Travel Disputes Committee or initiate proceedings in court.

21.2 The traveler cannot be obliged to accept the authority of the Travel Disputes Committee.

21.3 The organizer or retailer can only refuse arbitration if the amount demanded is more than 1,250 euros, within 10 calendar days after receipt of the registered letter or e-mail indicating that a file has been opened with the Travel Disputes Committee.

21.4 This arbitration procedure is governed by dispute regulations and can only be started after a complaint has been filed with the company itself and at least 4 months have passed since the (expected) end of the trip.

21.5 The arbitral tribunal makes a binding decision on the dispute in accordance with dispute regulations, without possibility of appeal.

Article 22: Disclaimer of Liability

We would like to emphasize that mountainbiking has inherent risks including but not limited to falls, collisions and injuries. By participating in our mountainbiking activities, participants acknowledge these risks and accept responsibility for their own safety.

22.1 Indemnification

All participants waive the right to file a claim against our company for injury, damage or loss during the activity.

22.2 Safety instructions

Our qualified guides will provide detailed safety instructions to participants prior to the activity. This includes wearing appropriate protective equipment, following the rules of the road, avoiding dangerous maneuvers and respecting other users of the trails.

22.3 Experience and Expertise

Our guides are experienced mountainbikers and have extensive knowledge of the local trails and surroundings. They are trained in first aid and are committed to ensuring a safe and enjoyable experience for all participants.

22.4 Limitation of Liability

We limit our liability to the maximum extent permitted by law. Participants agree to release our company from liability for any injury, damage or loss during the activity.

22.5 Insurance

It is strongly recommended that participants take out travel insurance themselves. If the traveler comes from a country that belongs to the European Union, he can apply for a European Health Insurance Card free of charge from his health insurer.

By participating in our mountainbiking activities, participants agree to these sales values and acknowledge their contents. We encourage all participants to ask questions and discuss any concerns before the activity begins.

Contact details Travel Disputes Committee:

Telephone: 02 277 62 15 or 02 277 61 80 (between 9 am and 12 pm)

Fax: 02 277 91 00

Address: City Atrium, Vooruitgangstraat 50, 1210 Brussels

E-mail: reisgeschillen@clv-gr.be

Draft Special Conditions of the organizer:

The organizer reserves the right to determine its special conditions. However, these conditions can never conflict with the general terms and conditions or the law. The special terms and conditions also serve as a supplement to the general terms and conditions.

Short Privacy Statement: GDPR

Your personal data is processed by Luc Dury/Griet Cuelenaere for customer management based on the contractual relationship resulting from your order/purchase of your holiday and/or related services, as well as for direct marketing to offer you new holiday products or services, based on our legitimate interest in doing business. If you do not want us to process your data for direct marketing, simply let us know via info@zencyclecroatia.com. You can also always ask what data we process about you and request corrections or deletion. We may ask you to verify your identity to ensure that the information is provided to the correct person. If you have any questions about how we process your data, you can contact Luc Dury/Griet Cuelenaere at info@zencyclecroatia.com. If you do not agree with how we process your data, you can contact the Data Protection Authority (www.privacycommission.be – Drukpersstraat 35, 1000 Brussels).