



INTERCON DUBROVNIK, Travel & Shipping Agency Ltd
Brgatska 9, 20000 Dubrovnik - Croatia ~ ID/HR-AB-20-060054184
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OIB: 13369950936

General conditions of business operations General conditions of programme organization

1 GENERAL PROVISIONS

General conditions and instructions as here published, are an integral part of contract between the tourist and marine agency Intercon Dubrovnik d.o.o. – www.intercon.hr / www.dubrovnikluxurytravel.com / www.adriaticyachtservices.hr (hereinafter: Agency) and the user/traveller who books a chosen programme/arrangement. In case that in a particular programme is published a provision different from the ones that are published in these conditions the provision/condition published in the programme is applied.

2. CONTENT OF THE PROGRAMME/ARRANGEMENT

The organizer of the travel – Agency, guarantees carrying out of the programme/arrangement chosen in line with the description published on website of the Agency or on pages of a third party within the process of programme realization or delivered directly to the client as special offer/contract. Contents of the programme/arrangement shall be realized by the organizer in full and in the way described except in the event of extraordinary circumstances (war, riots, strike, terrorist actions, sanitary disorders, natural disasters, weather hazards, interventions of competent authorities and similar).

3. BOOKINGS AND PAYMENTS

Bookings for programme/travel are received in the office of travel organizers by internet, phone or fax. On the occasion of booking the client is obliged to give all data or documents required by certain travel programme. On the occasion of booking the client pays an advance viz. a part of value of service/arrangement and the remaining part of the amount not later than the day of performance of the services. The organizer will not accept booking of reservation on request without payment of advance money. If the traveller does not accept a confirmed reservation what has been made according to his/her request the organizer will retain the advance money paid for covering of reservations expenses. The user/traveller agrees not to claim interest for the advance payment. By signing the contract, voucher, pf booking slip, or by indicating the number of his/her credit card on the occasion of purchase of services through telecommunication means the traveller accepts in entirety these Conditions of travel reservation which he/she has carefully studied. That way everything what is stated in these conditions becomes legal obligation both for the user/traveller and for the organizer.

4. CONTENT AND PRICE OF SERVICES / ARRANGEMENTS

Content of services/arrangements and the price thereof comprises everything that the organizer of travel has stated in the programme of travel. Special services are the services that are not included in the price of the arrangement and therefore the traveller pays them separately. These services should be requested on the occasion of booking and are paid additionally over the arrangement price. Optional and special services that the traveller requests during the travel are paid to the tourist attendant or representative of the travel organizer in the currency of the country in which the service is provided. The prices of services/arrangement are published in kuna and calculated in accordance with prices of services in referent currencies at selling exchange rate of the trading bank of the travel organizer on stated day.

5. ORGANIZER'S CANCELTION RIGHT

The organizer can cancel the arrangement in full or in part if prior to or during the same occur extraordinary circumstance that cannot be avoided nor obviated..



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6. INSURANCE AGAINST LIABILITY FOR PACKAGE ARRANGEMENT AND GENERAL LIABILITY

In case of travel organizer's insolvency or bankruptcy the travellers finding themselves on voyage should contact as soon as possible the insurer Euroherc osiguranje d.d., Zagreb, branch office Dubrovnik. Tel+ 385 (2) 352 700 or fax + 385 (20) 352 760 and indicate the address or phone number where they can be contacted by the representative of the insurance. This document is valid as certificate about the insurance for the event of bankruptcy of insolvency of travel organizer. When contacting the insurer one has to refer to the name of the Agency and its OIB/PIN 13369950936 – as reference number under which the insurance policy is registered.

7. SETTLEMENT OF COMPLAINTS

If the services from the programme are provided incompletely or in low quality the traveller may request proportional indemnity by submitting written complaint. Every traveller – bearer of contract has the right of complaint due to unprovided contracted service. Every traveller – bearer of contract submits the complaint separately, the organizer will not accept into the procedure group complaints.

Procedure in connection with complaint:

- instantly on the spot the user/traveller claims inadequate service with the tourist attendant or representative of the organizer respectively, and if there is none with the provider of services. The traveller is obliged to cooperate with tourist attendant or representative of the organizer and provider of services in good intent in order to remove the causes of complaint. If the traveller does not accept on the spot offered settlement of the complaint that is adequate to paid service the organizer will not take into consideration traveller's complaint nor respond to the same.

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- if the case of the complaint would not be removed the traveller drafts together with tourist attendant or representative of the organizer or the provider of services written certificate about that in two copies to be signed by both of them. The traveller retains one copy of said certificate.

- not later than 8 days after the return from the voyage the traveller delivers written complaint at selling place where the arrangement was paid and attaches the written complaint signed by the representative and possible bills for additional expenses. The organizer will accept into procedure only completely documented complaints received within said period of 8 days.

- the organizer is obliged to pass written resolution about this complaint within 14 days upon the receipt of the complaint at the selling place. The organizer may postpone the term for passing the settlement of the complaint for the collecting of information and verification of holiday.

- Until the organizer passes the resolution the traveller irrevocably waives mediation of any other person, arbitration, judicial body or giving information into public media.

Highest compensation upon a complaint may reach complained part of the services and cannot comprise already used services nor the entire amount of the arrangement. That way is excluded the right of the traveller to compensation of ideal damage.

8. COURT JURISDICTION

In the sense of item 9 of these conditions the client who bought a service from respective programme has also the right to complaint with the organizer of a programme. If the client is not satisfied with the settlement offered by the organizer he/she has the right to court arbitration. For such case should be stipulated jurisdiction of the court in the place of head office of the liable organizer.



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9. PROTECTION OF PERSONAL DATA

Personal data of individual persons (client/traveller/interviewee) are collected for the purpose of performance of business obligations in the activity of the tourist agency in keeping with the Law on providing services in tourism. For the purpose of protection of the same based on the Law on data protection the Agency operates in keeping with the Rules on collecting, processing and protection of personal data. The traveller gives his/her personal data voluntarily for explicitly stated programme/arrangement. By signing a contract or accepting such clearly published conditions on website of the Agency the traveller authorizes the Agency to use the data for the purpose of communication with him/her for the realization of the requested service as well. Clients/travellers/interviewees have the right to desist in any time from given consent and to request cessation of further processing of their data.

The data may be collected exclusively and only for previously stated particular programme. Information about the purpose of collecting particular data is publicly accessible on the website of the Agency and/or of a third party in the process of realization of the programme (organizer of a convention or a voyage).

The client/traveller/interviewee has to be unmistakably informed about conditions and rules of the profession/project for the purpose of which his/her personal data are required and gives his/her consent in writing. Expert/professional and administrative personnel of the Agency who collect and process personal data are obliged to take technical, staff and organizational measures for the protection of personal data which are necessary in order to protect personal data from accidental loss or destruction, from unauthorized access or unauthorized application, unauthorized publication and every other abuse and to establish the obligation of people in data processing.

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The Agency undertakes not to take the data out of the country nor deliver them to third parties for the purpose of realization of particular services that are the subject matter of the very request of the traveller (for instance concluding some form of travel insurance, procuring visas, hotel reservations, air tickets and similar). After finished programme, i.e. realization of the purpose for which the data were collected the same are to be necessarily destroyed in keeping with the conditions of particular contracts after expiration of legal rights to complaint. The data collected in writing are to be destroyed by paper cutter whereas the ones saved in the computers are to be definitely cancelled.

10. CONCLUDING PROVISIONS

General travel conditions are an integral part of the contract concluded by a traveller with the Agency. Possible/foreseen departures from these conditions must be indicated with the text of the travel programme. By signing the contract the user/traveller accepts the programme and the conditions of the programme/travel in its entirety.

This issue of travel conditions excludes all previous issues.



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