

COMPANY INFORMATION

Beautiful Day d.o.o. - Travel Agency, Put Ključanica 13, 21216 Kaštel Stari Registered with the Court Register: Commercial Court in Split, Republic of Croatia

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TERMS AND CONDITIONS OF SALE

These Terms and Conditions define the ordering procedure, the payment process and the application of products and services offered through the website. The website may be used for private purposes, free of charge, in accordance with the Terms and Conditions defined herein. Beautiful Day d.o.o. - Travel Agency, is the Provider and the person filling out the electronic order, sending it to the provider via website and executing payment by credit card or debit card is the Customer. The commodity that is the object of the sale is one of the services offered on the website (tour, transfer).

ORDER PROCESS

The Customer orders the product or products by way of the electronic order form. Every person ordering at least one product, providing the requested information and sending the order via webpage is considered a Customer. All prices are final, expressed in EURO. The price stated on the webpage includes the added value tax (VAT).

The ordering process is conducted in the following manner:

1. The Customer selects the service on the website;
2. The Customer fills out the form for the selected service, entering the information regarding the date and time of service start (tour, transfer), number of persons, possibly

first and last names of these persons;

3. The system confirms the availability of the service and provides the Customer with the final overview of all the information entered before the final order confirmation;
4. The Customer confirms the order and enters the information regarding the payment card in the STRIPE service for payment processing;
5. STRIPE service authorizes the payment card and the result of the processing returns to Beautiful Day d.o.o. - Travel Agency website, where it is presented to the Customer. The service which is the object of the sale is considered ordered when the Customer selects it, confirms the manner of payment and successfully finalizes the credit and/or debit card authorization process. Upon the finalization of the ordering process, the Customer is provided with the voucher that serves as confirmation of the purchase and the payment. The voucher contains the following information, which clearly define the ordered service and the clients: voucher number, service ordered, date of service use (departure date), possible time of service use (departure time), possible date and time of service expiration, price of the service, number of customers, possibly first and last names of customers, possible departure location. The cancellation of the ordered service is regulated by the General Terms and Conditions.

PAYMENT

Ordered products or services are paid online, by means of one of the following credit and/or debit cards: MasterCard®, Maestro® or Visa®, American Express®, Diners® through the STRIPE service. Beautiful Day d.o.o. - Travel Agency charges the Customer's card immediately upon the executed transaction. STRIPE service, used by the website, uses the most modern data protection standards. The credit card is charged in EURO. The amount that is charged on the Customer's credit card in EURO shall be translated into the client's national currency by the card company applying the valid foreign exchange list of the client's county. Thus, minor deviations from the EURO prices stated on our website are possible.

SERVICE APPLICATION, USE

The services contained in the order and stated on the voucher may be realized in the following manner: The provided voucher serves as reservation and confirmation of the purchase, i.e. a ticket for the selected tour, transfer. The voucher may be used only once. In the event that the voucher is lost, it shall be reissued at the request of the Customer, in accordance with the General Terms and Conditions. For this purpose, the Customer shall contact Beautiful Day d.o.o. - Travel Agency with the request to reissue the voucher.

STATEMENT OF PERSONAL DATA PROTECTION

Beautiful Day d.o.o. - Travel Agency undertakes to protect the personal data of the Customers by collecting only the basic information about the Customers/Clients, which are necessary to fulfill our obligations; it informs the Customers about the manner in which the collected data is used, regularly provides the Customers with the option of choosing the use of their data, including the possibility to choose whether they wish their name to be removed from the list used for marketing campaigns or not. All Customer information is strictly preserved and is available only to those employees who require them to perform their jobs. All employees and business partners of Beautiful Day d.o.o. - Travel Agency are responsible for observing the principle of privacy protection.

GENERAL TERMS AND CONDITIONS

Introduction

These Terms and Conditions of booking and purchase of travel packages (hereinafter referred to as: Terms and Conditions) are an integral part of the Contract, i.e. voucher concluded by and between Beautiful Day d.o.o. - Travel Agency and the Customer / Client (hereinafter referred to as: the Customer) contracting the tourist package.

Booking and Contracting

The Customer may book the trip organized by Beautiful Day d.o.o. - Travel Agency through website, by telephone or other means of remote communication, or with other authorized agents. By signing the contract, voucher or the booking form, i.e. by dictating the number of one's credit card, using online or offline payment when purchasing the services by means of remote communication, the Customer fully accepts these Terms and Conditions upon having studied them carefully.

Price and Package Contents

As a rule, (unless stipulated otherwise in the tour program) the package price shall include:

- transport services,
- excursions and visits,
- Costs of obtaining and issuing visas, if any
- Tickets for facilities to be visited.

Discounts for Children and Other Benefits

Please pay attention to discounts for children and other benefits which are specified in the package description.

Insurance from consequences of accident and illness, insurance from the risk of damage and loss of baggage and voluntary health insurance of persons during travelling and staying abroad

Tour prices do not include the insurance from the risk of accident and illness while travelling, nor do they include the insurance from the risk of damage and loss of baggage or voluntary health insurance. By signing the tour Contract, with these Terms and Conditions as its integral part, it is understood that additional insurances stated in the previous paragraph have been offered and recommended to Customers. If the Customer should request the stated insurances, these may be contracted directly with an insurer or through Beautiful Day d.o.o. - Travel Agency , whereby Beautiful Day d.o.o. - Travel Agency acts only as a mediator. We recommend that you study the insurance terms carefully before purchasing the policies.

Cancellation by Beautiful Day d.o.o. - Travel Agency or Change of Program

If the sufficient number of passengers has not booked the program, Beautiful Day d.o.o. - Travel Agency reserves the right to cancel the travel no later than 12 hours prior to the tour start date. The minimum number of passengers required for a specific travel shall be specially marked on each program/package. Beautiful Day d.o.o. - Travel Agency also reserves the right to a full or partial change of the tour program in case extraordinary circumstances should occur that could not have been anticipated or avoided before the tour start date. If the tour is cancelled by Beautiful Day d.o.o. - Travel Agency, the Customer shall be entitled to the full refund of the amount paid, not including the compensation of damages.

Cancellation by the Costumer

The customer has the right to cancel the tour. If the customer cancels the reservation/service purchased within 24 hours before the start of the tour, he/she is not entitled to a refund of the money paid for the tour.

If the customer does not appear on the departure day of the tour (which had previously paid entirely), and did not announce the arrival (within 24 hours before departure), he/she is not entitled to a refund paid for the tour.

Client books a day trip/ private tour/ cancelled by himself in the following periods:

up to 30 days before departure Beautiful Day d.o.o. - Travel Agency retains 10% of the paid amount

29-15 days before departure Beautiful Day d.o.o. - Travel Agency retains 25% of the paid amount

14-3 days before departure Beautiful Day d.o.o. - Travel Agency retains 50% of the paid amount

2 -0 days before departure Beautiful Day d.o.o. - Travel Agency retains 100% of the paid amount

Travel Documents

Customers must have valid personal travel documents. Invalid documents leading to the cancellation of the travel shall not result in any harmful consequences for Beautiful Day d.o.o. - Travel Agency, and if Beautiful Day d.o.o. - Travel Agency should suffer additional damages due to such an omission by a Customer, the Customer 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 Customer. Our guide shall assist the Customer in such a situation, taking care of the normal course of the program thereby.

Foreign Exchange and Customs Regulations

Customers must comply with all foreign exchange and customs regulations, laws and other by-laws of the Republic of Croatia and other countries through which they travel and where they stay.

If the tour cannot be continued because a Customer has violated the regulations, all incurred costs shall be borne solely by the person having violated the regulations.

Baggage

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

Complaints

Complaints are submitted in a written form.

We emphasize that it is in the interest of the Traveler to make sure that every complaint is **enclosed in writing** and the service provider will endeavour to provide the agreed service, i.e. correct the mistakes.

If no improvement is made even after the complaint, the Customer should ask for a certificate from which it is evident that the service was not provided, i.e. that it was not provided in a stipulated way. The Customer must enclose the certificate to their written complaint. The Customer is to make a written complaint no later than 7 days after the travel has ended. If the Customer should make a written complaint after the expiry of that term, Beautiful Day d.o.o. - Travel Agency is not obliged to take such a complaint into consideration.

The organizer must make a written decision regarding the complaint within 14 days of receiving the complaint, and it may postpone the term for making the decision about the complaint by another 14 days on account information gathering.

The organizer shall resolve only those complaints which could not have been eliminated at the Customer's destination. While the resolution of the complaint is in process, but no longer than 14, i.e. 28 days after lodging the complaint, the Customer waives the right to mediation of any other person, the arbitration by UHPA or another institution, and undertakes not to provide media with the information. In this time period, the Customer also waives the right to sue. The maximum amount of compensation per complaint may reach the amount of the advertised part of services, but it may not include the services already used, or the entire package amount.

The Customer and Beautiful Day d.o.o. - Travel Agency shall attempt to resolve disputes amicably, and, on the contrary, they stipulate the competence of the court in Split. The competent law shall be the Croatian law.

Beautiful Day d.o.o. - Travel Agency Obligations

Beautiful Day d.o.o. - Travel Agency undertakes to care about the provision of services and the selection of service providers in accordance with the best business practices and to take care of the Customers' rights and interests in compliance with the best tourism practices. Beautiful Day d.o.o. - Travel Agency undertakes to provide the Customer with all the contracted services for a particular package and to provide answers in case of possible failure to perform services or a part of services. Beautiful Day d.o.o. - Travel Agency shall fulfil all the obligations stated in its programs fully and as described, except in the event of Force Majeure or changed circumstances. In such cases, Beautiful Day d.o.o. - Travel Agency shall offer a substitute solution if possible. Beautiful Day d.o.o. - Travel Agency is not obliged to provide services beyond these Terms and Conditions. Beautiful Day d.o.o. - Travel Agency is not responsible for possible print errors.

Customer's Obligations

The Customer undertakes to personally meet the conditions anticipated by the regulations of the Republic of Croatia and the country through which or to which they travel, and to observe the house rules in the hotel and other facilities, to cooperate with the representative of the organizer and with service providers. The Customer is personally responsible for any damages caused, particularly for the damages that are the result of failure to observe the contract and these General Terms and Conditions. The Customer shall cover the incurred damages immediately at the hotel reception desk and at another place stipulated by the physical or legal entity who suffered the damages.

Personal Data Protection

The Customer provides personal data voluntarily. Personal data of the Customer are necessary in the process of realization of the requested service. These shall also be used for further mutual communication.

Beautiful Day d.o.o. - Travel Agency undertakes not to export the Customer's personal data abroad, or provide any third persons with such information, except for the purposes of realization of the requested service.

Customer's personal data shall be kept in a database, pursuant to the Decision of the Administration regarding the manner of collecting, processing and keeping personal data.

The Customers allow their personal data to be used for the purposes of Beautiful Day d.o.o. - Travel Agency marketing activities.

Final Provisions

These Terms and Conditions are an integral part of the Contract that the Customer enters into with Beautiful Day d.o.o. - Travel Agency, i.e. an authorized travel agency where they booked the trip organized by Beautiful Day d.o.o. - Travel Agency.

By signing the contract, the Customer fully accepts the program and these Terms and Conditions. The issue of these Terms and Conditions makes all previous versions null and void.