

## **TERMS AND CONDITIONS LEISURE-GROUPS**

All inquiries addressed to, and bookings placed with, Incoming-Europe® shall be solely governed by the terms and conditions contained herein.

### **1. Reservations, Privity of Contract**

Customers may make reservations orally, in writing, or by phone. All Reservations shall be considered unconditionally binding. Privity of contract shall be established only after written confirmation and acceptance of a reservation by Incoming-Europe®.

### **2. Prices, Fees, Vouchers**

All prices quoted on our homepage shall be considered so-called "category standard prices", meaning that, depending on the capacity available, Incoming-Europe® has one or more hotels with the stated "starting-from prices" at its disposal. This does not necessarily mean that these hotels have to be identical with the hotels listed in the homepage by Incoming-Europe®. Upon customer's specific inquiry Incoming-Europe® will make a specific offer to the customer including precise price offers.

In the event of an increase in transportation costs, for example, or increases of fees or taxes levied on specific services (visitors' tax, taxes in general), or an increase of exchange rates affecting the price of the tour concerned, Incoming-Europe® reserves the right to change the tour prices quoted in the offer to an extent reflecting the total increase of the price per person.

All vouchers and travel-related documents shall be issued either by Incoming-Europe® or, in exceptional circumstances, by the customer. Issuance of a voucher by customer requires express prior consent by Incoming-Europe® (to be included in the contract) or must be subsequently approved by Incoming-Europe® in writing. In this case the customer's vouchers must be sent to Incoming-Europe® (in the form of copies or by fax) no later than seven days before departure. The customer's vouchers must be clearly and legibly marked „paid & booked via Incoming-Europe®“.

### **3. Terms of Payment**

In order to guarantee performance of service the following terms of payment must be unconditionally observed, unless something contrarily is agreed:

A deposit of 30% of the total price of the tour is due 45 days prior to departure. The remainder of the payment due must be credited to the account of Incoming-Europe® 10 days prior to departure at the latest. In certain cases (e.g. trade fairs, major events, large-scale projects, serial bookings) payment may be required at an earlier date. Such advanced due dates will be included in the contract.

In the event payment is not effected at maturity the customer shall be considered in arrears. Additional reminders or requests for payment by Incoming-Europe® are not required.

Any written proof of remittance of payment shall only be accepted if such proof has been made out by, and transmitted via, the customer's bank.

All payments shall be effected free of banking charges and quoting Incoming-Europe® as the recipient. In case, that Incoming-Europe® has granted more generous payment conditions e.g. in a long term partnership, these conditions are valid only, a) as long as the customer's credit ranking does not get worse (basis: credit ranking of "Basel II" or similar org. at the day of agreement) and/ or b) permanent continuously are settled without delay.

Will the credit ranking get worse and/or payments are continuously settled with delay, automatically and immediately payment conditions as in clause 3. will come in force, also if this concerns a current operation.

### **4. Tour Participants and Minimum Number of Participants**

Incoming-Europe® grants tour groups one free tour package for the driver and/or the tour guide for every 26 fully paid-up passengers. The maximum number of free tour packages is limited to two free tour- packages per closed tour group. Exceptions to the aforementioned provisions may be agreed in the tour contract.

The "category standard prices" for hotel accommodation and extra services mentioned under clause 2, apply to groups with a minimum number of 16 participants. For tour packages listed on the pages "tours" the minimum number of participants specified for the individual tours shall apply. Incoming-Europe® will state the minimum number of participants required for a specific tour when making an offer. If the required minimum number of participants can not be reached

Incoming-Europe® reserves the right to change the price of the tour. Such price changes will take into account the additional expense per person incurred by Incoming-Europe® because of an insufficient number of tour participants.

If the minimum number of participants can not be reached, Incoming-Europe® furthermore reserves the right to terminate or cancel the contract if Incoming-Europe® deems such a course of action necessary. In this event Incoming-Europe® shall notify the customer of such a cancellation without delay and shall be entitled to claim damages calculated on the basis of the amounts and conditions stipulated in clause 7.1. (Cancellation by Client).

## **5. Change of Contractually Agreed Services**

Incoming-Europe® reserves the right to modify individual contractual services or to change the program if said change has become necessary after the conclusion of the contract, provided that such of modifications of service or changes of program will be effected on equal or superior category levels.

## **6. Complaints – Mandatory Co-operation of Customer**

In the unlikely event that services can not be performed as stated, the customer, i.e. the tour operator, its bus driver, tour guide or group manager, or the individual passenger, as the case may be, shall be required to co-operate with Incoming-Europe® by filing their complaints, without delay and while still residing at the tour destination, with Incoming-Europe® or its local agency.

All claims concerning a failure to perform the contractually agreed tour services shall be made in writing within ten days after the contractual end of the tour. All claims made after this date shall only be considered if the customer has been unable to assert his claims within the specified period due to reasons beyond customer's control.

If the customer fails to notify Incoming-Europe® or its local agency of any failure to perform without delay and while still residing at the tour destination, all claims concerning a failure to perform the contractually agreed tour services, especially depreciation of services.

## **7. Cancellation of a Contract**

### **7.1. Cancellation by Client**

If a customer chooses to cancel a **booking** already made, the following cancellation fees or administrative fees **according to the release date agreed in the reservations contract** can be applied respectively, unless something contrarily is agreed :

a) Cancellation until 46 days prior to arrival:

Administrative fee of EURO 250,00.

b) Cancellation with release within 45-36 days prior to arrival:

20% of the full tour price.

c) Cancellation with release within 35-21 days prior to arrival:

30% of the full tour price.

d) Cancellation 20-14 days prior to arrival:

50% of the full tour price.

e) Cancellation 13-8 days prior to arrival:

80% of the full tour price.

f) Cancellation 7 days before arrival or less:

100% of the full price concerned.

These provisions concerning cancellation fees may be altered in exceptional circumstances (e.g. trade fairs, major events, holidays); in these cases, an earlier date for free-of-charge cancellations may be stipulated and shall included in the contract between the parties.

In the case that national or local laws (where the tour takes place) – by the release as well as the percentage of the cancellation –are more restrictive than the once stated above, conditions according to the local law will apply.

### **7.2. Cancellation by Incoming-Europe®**

Incoming-Europe® shall be entitled to cancel the contract in the event that

a) the agreed minimum number of participants (cf. clause 4) has not been reached;

b) the other party fails to meet its financial commitments within the contractual relationship and/or fails to observe the relevant terms and conditions of the contract. Incoming-Europe® grants an additional period of 3 workdays in order to show proof of payment as stipulated in clause 3. If

Incoming-Europe® chooses to cancel the contract subsequent to the aforementioned instances Incoming-Europe® is entitled to claim damages calculated on the basis of the amounts and conditions stipulated in clause 7.1. (Cancellation by Client);

c) Furthermore, we reserve the right to terminate this contract without notice in the event of Force Majeure, industrial disputes, civil strife, natural disaster, epidemics, acts of government or public authority, or fundamental political change; Incoming-Europe® shall not accept liability for any damage or costs incurred by customer as a result of the aforementioned causes.

c) provided nothing to the contrary has been agreed, until 3 months prior to arrival, in case the hotel (contractual partner of Incoming-Europe®) makes us of his right to withdraw from his contract with Incoming-Europe®. (eg. Austrian rules and regulations for hotel business, AGBH 2006)

d) and in cases where local or national laws and/or existing usage enable the supplier of the service to cancel the contract with Incoming-Europe®. In all cases of cancellation via Incoming-Europe®, Incoming-Europe® is neither obliged to reimburse for damages occurred, nor to provide alternative accommodation.

## **8. Exclusion of Liability**

### **8.1. General Exclusion of Liability**

Incoming-Europe® does neither accept liability for any failure to perform contractually agreed services which is demonstrably caused by reasons beyond the control of Incoming-Europe® nor for any such failure caused by 'Force Majeure' and/or Acts of God.

### **8.2 Exclusion of Liability in case of Insolvency of the contractual partner of Incoming-Europe®**

In case that due to insolvency of the supplier the operator of that respective a hotel, restaurant, ecc., should not be able anymore to guarantee services and/or accommodation for the guests in his or a similar structure (hotel,...) at the same conditions as booked, Incoming-Europe® will try of course to find an alternative possibility.

Incoming-Europe® is neither obliged to alternatively accommodate the guests, especially at the same conditions, nor can't take any responsibility for any claim of damages.

## **9. Applicable Law, Place of Jurisdiction, Place of Performance**

For all business transactions shall be solely governed the national law of the country where the respective office of Incoming-Europe® (signatory of the contract) has its domicile. The place of jurisdiction shall be the court, territorially responsible for the domicile of the Incoming-Europe® office.

## **10. Legal Invalidity of a Clause**

If any of the provisions contained in these terms and conditions becomes legally invalid the remaining provisions shall continue in full force and effect.

## **11. Administration of the Incoming-Europe Adriatic Group & Responsibility for the content**

Incoming-Europe Adriatic d.o.o. turistička agencija, Zagrebačka cesta 143/A, 10000 Zagreb, Croatia. CEO: Vanja Viškanić.

## **12. Miscellaneous**

Subject to change. Editorial, printing and typesetting errors excepted.