



LIGHTHOUSE  
TRAVEL

**Lighthouse Travel**  
Terms & Conditions

Travel Contract

We are Lighthouse Travel and we look forward to the opportunity to act as your tour operator in Croatia for your travel needs. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you purchase travel-related services through us, in addition to your obligations as a client. The terms "agency", "we", "us" and "our" refer to Lighthouse Travel. The term "you" refers to the client and/or their travel agent/agency visiting our website, booking a reservation through us, or using our other services.

## **1. Your Acceptance of Our Terms and Conditions**

1.1. By booking your arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement. Furthermore, any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements, or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions. Subsequently, this also includes the payment of all amounts when due. Additionally, you agree that any violation of any such terms and conditions may result in:

- (a) The cancellation of your reservation or purchase.
- (b) Your forfeiture of any monies paid for your reservation or purchase.
- (c) You being denied access to the applicable travel-related product or service.
- (d) Our right to debit your account for any costs we incur as a result of such violation.

1.2. You represent and warrant that:

- (a) You are of sufficient age to use our services and website and can create binding legal obligations in connection with your use.
- (b) You are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf.
- (c) The information supplied by you or members of your group is true and correct. Responsibility for informing such other persons of all terms and conditions applicable to their travel arrangements is yours. You understand that you are financially responsible for any use of our services or website. This applies to you and those using your name or account.

## **2. Suppliers**

2.1. In our travel packages and any tour specifically designed for you, you will be able to find a variety of travel-related products from different suppliers and service providers ("Suppliers"). Each Supplier has its own terms and conditions that are applicable to your particular arrangements in addition to our general terms and conditions. Therefore, you should make sure that you understand them. Lighthouse Travel is acting as an intermediary or a "Tour Operator" for some products and services that are not directly supplied by us. For example, air carriage and ground transportation, hotel accommodations, meals, tours, cruises, etc. We are not a co-vendor of such products and services. You will be entering into a separate contract with such Suppliers in connection with such products and services.

2.2. You may be charged additional sums by Lighthouse Travel to offset increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets or any combination thereof. Acceptance of these terms and conditions hereby consent you to any post-purchase price increases. In other words, you authorize Lighthouse Travel to charge your credit card for such additional amounts.

## **3. Payments and Deposits**

3.1. Prices are per person in Euros (€), unless stated otherwise. Due to fluctuations in exchange rates, prices published in foreign currencies may not be accurate. Payments can be made by credit card or bank transfer (recommended). We accept all major credit cards through PayPal services, through secured PayPal's encrypted service systems. If you do not want to pay with a debit/credit card through our online services, you can also pay for your deposit/final payment with a bank transfer. Secondly, feel free to contact us for instructions for doing so.

3.2. Your deposit/final payment invoices serve as final trip confirmation.

3.3. Any deposits from you are non-refundable. For tailor-made tours, the required deposit for the tour reservation is 30% of the total tour price.

3.4. A deposit payment enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the Supplier. Upon the provision of your payment, you are authorizing us to make the payment arrangements with the corresponding Suppliers.

3.5. After full payment, the conditions of the contract with your Supplier may permit them to increase the cost of your arrangements. If we are acting as your Booking Agent, we will pass on any such increase to you as we become aware of such increase. If we have arranged a package, changes in transportation costs including the cost of fuel, taxes, fees and exchange rates mean that the price of your travel arrangements may change.

3.6. The balance due must be paid no later than 60 days prior to the beginning of the service for multi-day trips and packages.

3.7. All payments made to the Agency become non-refundable on the first day of booked travel package.

#### **4. Cancellations and Changes Made by the Client**

4.1. Should you, for any given reason, decide to cancel your arrangements, you may be entitled to a partial refund. In addition to the cancellation terms and conditions of your Supplier(s), our standard fees will apply. They may be outlined on your receipt or booking confirmation. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable. Furthermore, if the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

4.2. Your contract with your Suppliers may allow them to cancel or amend bookings. If we are your Booking Agent, we will make sure that you are promptly notified about any significant changes. That is to say, once we become aware of them and if there is time before your departure. However, we accept no liability for any changes or costs incurred that may result. All cancellations by the Client and/or their Travel Agent/Agency must be in writing – sent to our email address [info@lighthousecroatia.com](mailto:info@lighthousecroatia.com).

4.3. Cancellation charges per person (percentage of total arrangement price) are as follows:

- 30 or more days prior to arrival, the Agency will withhold 25% of the tour price
- 29 – 22 days prior to arrival, the Agency will withhold 50% of the tour price
- 21 – 0 days prior to arrival, the Agency will withhold 100% of the tour price
- No show, the Agency will withhold 100% of the tour price
- During travel package arrangement, the Agency will withhold 100% of the tour price

4.4. Changes made by the Client are being reviewed by the Agency and will be arranged if the conditions (suppliers, weather, itinerary, time of the year, route of the travel package) allow for it. The Agency will in its sole discretion and best efforts try to accommodate the requested changes. In the event of additional costs, the Client will be responsible for their payment. If the Client decides to cancel or opt out of any activities or tours presented in the itinerary, they agree to forfeit the money for the services not used during the travel package. This is because the services have been arranged in advance, and the Agency or local suppliers may not be able to reallocate their reserved resources for another tour, experience, or client. Especially applicable in the months between May and October.

#### **5. Cancellations and Changes Made by Lighthouse Travel**

5.1. The itineraries are subject to change depending on group abilities and preferences, weather conditions, water levels, force majeure, special events of interest and similar. For the Client's safety and comfort reasons, the Agency reserves the right to alternate programs without prior notice.

5.2. Therefore, in the case of major changes or cancellations, the Agency will advise the Client as soon as possible and provide the following options:

- a) The client may accept a new departure date or destination offered by Lighthouse Travel.
- b) The client may accept a replacement package/excursion of an equivalent or closely similar itinerary.

## **6. Personal Information**

6.1. The Client provides personal information of his/her own free will. Personal information is required for processing requested services. The same information shall be used for inter-communication. Lighthouse Travel is under obligation that the personal information of the Client will not be taken out of the country or given to a third party except for the purpose of carrying out requested services.

6.2. The exception of passing on personal information to third parties refers to cancellation insurance. Secondly, insurance against accidents and illness, insurance of lost luggage and health insurance for the duration of the trip both locally and abroad. So should the Client request insurance, the personal information of the Client will be passed on to the insurance company. The personal information will be kept in a database in accordance with the management's decision on the method used for collecting, processing and securing personal information.

## **7. Claims**

7.1. If the Agency's services are incomplete or executed below objective standards, the Client will have the right to demand proportional compensation by doing the following:

- a) Claim, on the spot, inappropriate service rendering to the Agency's representative. The Client is obliged to cooperate in goodwill in order for the causes of the complaint to be eliminated.
- b) No later than 8 days after the return from the trip, the Client is obliged to submit a written complaint. It can be sent via email, with submitted written confirmation made by our representative as well as possible bills for additional expenses. After the expiry of the eight days upon return deadline, your complaints shall not be taken into consideration.
- c) The Agency is obliged to hand in a written Decision regarding your complaint within 30 days of the receipt of the complaint in question.
- d) Before the Agency hands in the Decision, the Client shall waive any mediation offered by any other person, agency, company, or court.

7.2. The Client shall relinquish the right to make information public and available to the press, online community, etc. The Client is entitled to compensation in the amount of real value of services that have not been provided. Additionally, the highest indemnity per complaint may add up to the amount of the tour price. Finally, should the Client not be satisfied with the manner in which her/his complaint was handled, she/he has the right to judicial arbitration. The Client and the Agency will strive to settle possible lawsuits in applying this Agreement. After that, if an agreement cannot be reached, the issue will become subject to the decision of the Zagreb Court jurisdiction, under the authority of the laws of the Republic of Croatia.

## **8. Travel Documents and Destinations**

8.1. It is your responsibility to ensure that all of the details on your travel documents are correct. Please, do bring to our attention any errors or any kind of discrepancies immediately. Your travel documents are valuable and should be safeguarded at all times. It is not always possible to replace travel documents in the case of loss, theft, damage, etc. Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel to such a destination is safe or without risk.

## 9. Visa and Passport Requirements

9.1. You are responsible for fulfilling the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies/consulates. Lighthouse Travel does not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

## 10. Use of Our Website and Services

10.1. You agree you will only use our website or services to make legitimate reservations or purchases and not make speculative, false, or fraudulent reservations or reservations in anticipation of demand.

## 11. Indemnification

11.1. You agree to indemnify Lighthouse Travel and our affiliates, our Suppliers, and any such parties' officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of:

- (a) Your breach of this Agreement.
- (b) Your violation of any law or rights of any third party.

## 12. General Information

12.1. We are acting as an independent contractor and no joint venture, partnership or employment relationship exists between you and us or our Suppliers as a result of this Agreement or your use of our website. We reserve the right at any time to modify this Agreement without prior notice to you.

## 13. Limitations of Liability

13.1. Lighthouse Travel is not responsible for physical injury, illness, or personal property damage or loss incurred by guests. Furthermore, the Agency also reserves the right to make itinerary modifications due to weather conditions or rough seas, to improve the trip quality, or to accommodate the well-being and comfort of clients. According to the Tourism Services Act, Lighthouse Travel will have a signed agreement with the insurer against liability for any kind of damage caused to the Client. The damage can be done by failing to meet, partially failing to meet, or meeting in a neglected manner obligations relating to the trip.

## Lighthouse Travel



[info@lighthousecroatia.com](mailto:info@lighthousecroatia.com) - <https://lighthousecroatia.com>

LIGHTHOUSE TRAVEL is the trading name of Lighthouse Travel d.o.o. with office in Zagreb, Croatia.

ID: HR-AB-01-21011505259. VAT: HR90967397379.

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