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BOOKING CONDITIONS

Please read these terms and conditions carefully. These conditions, along with any other information given to you at the time of booking, set out the terms and conditions of the contract between you and TYD Ltd., (Registered Address, 1609 Aragon Tower, London, SE8 3AH, United Kingdom.)

Once your holiday has been confirmed we will accept responsibility for it in accordance with these conditions as an "Organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. Please note that for any bookings which fall outside of the scope of these regulations, we act as agent for the relevant service providers, and your contract for those services is with the directly with the supplier.

1. YOUR HOLIDAY CONTRACT: When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the exclusive jurisdiction of the English Courts.

2. YOUR FINANCIAL PROTECTION: The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked with us and for your repatriation in the event of our insolvency. We provide this security by way of a permanent deposit on TYD Ltd. bank account. If you book arrangements other than a package holiday from us, this clause does not apply.

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with TYD Ltd. are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required (this insurance will not cover repatriation to the country of origin for the passengers outside of the EU), arising from cancellation or curtailment of your travel arrangements due to the insolvency of TYD Ltd.

There is no requirement for Financial Protection of day trips, and none is provided. This insurance is only valid for packages booked that DO NOT include flights.

Consumer aware: Financial protection is only valid for passengers who book and pay directly with/to TYD Ltd.

3. YOUR HOLIDAY PRICE

(a) We reserve the right to alter the prices of any of the holidays shown in our brochure or website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(b) When you make your booking you must pay a deposit of 20% of the holiday cost per person. The balance of the price of your travel arrangements must be paid at least 6 weeks before your departure date, unless otherwise advised. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times. The price of your travel arrangements was calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 2 December 2013 in relation to the following currencies: Croatian Kunas and Euros.

(c) When the price of your chosen holiday has been confirmed, then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of (as applicable) transportation costs, dues, taxes or fees payable for services such as taxes or embarkation or disembarkation fees at ports or any changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your trip (excluding insurance and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in Clause 6. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel your holiday or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of the start of your holiday. No refunds will be made within this period either. For any bookings made through us as agent, we reserve the right to pass on to you in full, after your booking has been confirmed, all costs and/or charges incurred or imposed by any Supplier connected with your arrangements, including any price increases due to currency fluctuations.

4. IF YOU CHANGE YOUR BOOKING: If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay any cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. A change of holiday dates will normally be treated as a cancellation of the original booking. We are not able to hold deposits and carry them on to a booking for the next year. Should a member of your party be prevented from travelling you may transfer the booking to another person(s).

5. IF YOU CANCEL YOUR HOLIDAY: You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 6. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6. IF WE CHANGE OR CANCEL YOUR HOLIDAY: It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. However, we will not cancel your travel arrangements less than six weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting

the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

<i>Period before departure within which notice of Cancellation or major change is received by us or notified to you</i>		<i>If we make a major change to your holiday: amount you will receive from us</i>	<i>If we cancel your holiday: amount you will receive from us</i>	<i>If you cancel your holiday: amount of cancellation charge</i>
More than 42 days	£0	Monies Paid	Deposit only	
More than 28 days	£0	Monies Paid (+£10)	30% of holiday cost	
More than 14 days	£10	Monies Paid (+£20)	50% of holiday cost	
14 Days or Less	£20	Monies Paid (+£40)	100% of holiday cost	

Force Majeure: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

7. IF YOU HAVE A COMPLAINT: If you have a problem during your holiday, please inform our local representative or the TYD Ltd. office and we will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at info@adriactive.com.

8. OUR LIABILITY TO YOU: Subject to the other provisions of this clause 8, we accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described by us. If, after departure, any part of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your travel arrangements. The level of such compensation will take into account all relevant factors including the invoice price of the holiday, any steps it was reasonable for the client to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package.

Please note that we will not be liable for any injury, illness, or death or consequent losses suffered by you or any member of your party, unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves. It is a condition of the payment of compensation that you notify us of any complaint or claim strictly in accordance with clause 9 and, further, assign to us any rights that you may have against any third party in connection with your claim. You must co-operate with us in this regard. If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the package you booked with us - including for example any additional services or facilities provided to you by any supplier which was not included as part of the original contract between us – we will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances provided we are advised of the incident promptly. We will not be responsible where you do not enjoy the holiday or suffer any other problems because of a reason which you did not make us aware of when the holiday was booked. Our liability shall be limited to a maximum of the cost of your holiday booking with us.

In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

- i. the fault of the person affected or any members of their party or
- ii. the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or

iii. an event or circumstances which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care.

The promises we give to you regarding the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint occurred, shall be used as the basis for ascertaining whether or not the services in question have been properly provided. If the services in question which caused the claim or complaint complied with the local laws and regulations applicable to those services at that time, the services shall be treated as having been properly provided. Such shall be the case even if the services did not comply with the laws and regulations of the UK which would have applied if those services had been provided in the UK.

Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 5. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

9. PROMPT ASSISTANCE DURING YOUR HOLIDAY: If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

10. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS: Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

11. INSURANCE: It is a condition of your contract with us that you must take out adequate travel insurance suitable before you travel to cover yourself for cancellation, curtailment, injury or illness during your holiday with TYD Ltd. We do not check insurance policies for suitability, but reserve the right to request a copy. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

12. SUITABILITY & BEHAVIOUR: All our holidays, tours and courses are graded and it is your responsibility to ensure that you are physically fit, adequately experienced and suitably equipped to compete the holiday. If you have any medical conditions, allergies or special dietary requirements you must inform us and your guide (where appropriate). We will endeavour to pass on any dietary or special requests to our suppliers but cannot guarantee that they will be able to meet your request. Your booking is accepted on the basis that you understand and accept the inherent risks involved in adventure or activity travel and that you undertake the treks, tours and activities of your own free will. If you decide that you are unable to continue the holiday you will be responsible for making your own alternative arrangements at your own expense. If in our reasonable opinion your behaviour is likely to cause injury, upset or distress to third party or damage to property we are entitled to terminate the

holiday of the person(s) concerned, without prior notice and they will be responsible for making alternative arrangements and no refunds will be given.

13. EXCURSIONS: Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. All excursions are supplied by third party suppliers and are subject to their own terms and conditions. They do not form part of your holiday and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

14. WEBSITE, BROCHURE & ADVERTISING ACCURACY: We make every effort to ensure the accuracy of the advertising, brochure and website information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking. The information and prices shown on our website and in our brochures may have changed by the time you come to book your Arrangements.

15. DISABILITIES AND SPECIAL REQUIREMENTS: If you have any disability or special requirements, it is essential that you inform us at the time of booking so that we can make the appropriate enquiries about the suitability of your chosen holiday for you. If we reasonably feel unable to properly accommodate the particular needs of the person concerned we reserve the right to decline or cancel the booking.

16. SPECIAL REQUESTS: If you have a special request for anything that is not automatically part of your holiday, please check when you book your holiday and we will pass this information on to the suppliers we work with. Our note of your request on your invoice confirms we have received it and does not guarantee that we, or the relevant supplier, can meet your request. Where possible they will try to help you, but we cannot guarantee any request will be met, unless it is noted on your invoice and we also confirm the request separately in writing. We and will not pay compensation for failing to meet a special request that we have not confirmed separately in writing.

17. DATA PROTECTION AND PRIVACY: We are fully compliant with all data protection legislation.