

Terms & Conditions

HOW TO MAKE A RESERVATION: Simply contact us via website at www.BestOfCroatia.us, via skype at BESTofCROATIA, via telephone from the US at 1-714-786-6821 or using What'sUp application at +385-95-351-7444 or +385-95-748-8615, from Croatia at 095-351-7444 or 095-748-8615 or via e-mail at info@bestofcroatia.us.

DEPOSIT & FINAL PAYMENT: A deposit of \$250 per person per tour/cruise is required at time of booking. This deposit is non-refundable. The deposit forms part of your final payment which is due 45 days prior to departure. If we do not receive final payment by the specified date, we reserve the right to cancel the reservation. In the case of billing errors, we reserve the right to re-invoice with correct pricing.

CREDIT CARDS: We accept major credit cards (Visa, Master Card and American Express). Credit card charges require certain information and will be processed only upon submission of a completed BestOfCroatia.us Credit Card Authorization Form.

BANK CHECKS: We do not accept bank checks unless otherwise agreed in writing.

REVISION FEE: Revision fee of \$30 per transaction alterations or revisions. A change of tour /cruise date or itinerary within 45 days of departure will be treated as a cancellation and new booking; regular cancellation fees apply.

SPECIAL HANDLING FEES: Bookings made within 30 days of departure will incur special handling fee of \$50.

CANCELLATIONS AND CANCELLATION FEES: Cancellations must be advised to BestOfCroatia.us in writing. Per person cancellation fees apply as follows:

- 46+ days prior to commencement of service: full deposit
- 45-0 days prior to departure: 100% of the total price

"Departure day" is considered the date BestOfCroatia.us services begin.

Cancellation charges apply to extra nights prior to and after the tour. Optional tours cannot be refunded after purchase.

If BestOfCroatia.us cancels a cruise/tour, we will re-book passengers on the same tour with a different departure date or a similar tour. All re-bookings are subject to availability. If that tour is unacceptable, BestOfCroatia.us will refund all monies paid to BestOfCroatia.us; there is no additional liability. BestOfCroatia.us cannot assume responsibility for any additional costs or fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through BestOfCroatia.us.

INSURANCE: BestOfCroatia.us strongly recommends insurance to cover cancellation charges, trip interruption, accident and baggage loss. BestOfCroatia.us accepts no responsibility for damage or loss of baggage or other personal property.

REFUNDS FOR UNUSED SERVICES: No refunds will be made for unused services once travel arrangements have commenced.

SERVICE INQUIRIES AFTER THE TOUR: If after returning from the tour you wish to inquire about any tour services provided, please ensure that all correspondence relating to those services is received by BestOfCroatia.us within 30 days after the tour completion date.

PASSPORTS & VISAS: A valid passport is required of all tour participants. It must be valid 6 (six) months after date of return. Your travel agent can help you obtain the necessary forms for passport application.

Non-US citizens must consult with the appropriate consulates to determine if any visas are needed. All passengers, regardless of the passport they hold, should check with the appropriate consulates to determine if any visas are needed. Securing any needed visas is the responsibility of the tour participant.

TOUR MEMBERSHIP: In order to ensure congenial membership, BestOfCroatia.us reserves the right to accept or reject any person as a tour participant and to expel from the tour any participant whose conduct is deemed incompatible with the interests of the tour group.

HEALTH REQUIREMENTS: Tour members should check with the consulates and/or the local health boards for the latest health requirements.

TRAVELERS WHO NEED SPECIAL ASSISTANCE: Any disability requiring special attention must be reported to BestOfCroatia.us at the time of booking. BestOfCroatia.us will make reasonable efforts to accommodate the special needs of disabled tour participants, but is not responsible for any denial of services by carriers, hotels, lodges, restaurants, or other independent suppliers, nor any additional expenses incurred. Motor coaches and minibuses are not equipped with wheelchair ramps. We regret we cannot provide individual assistance to a tour member for walking, dining, getting on/off motor coaches and boats, other transportation vehicles, or other personal needs. Travelers who need assistance must be accompanied by a qualified and physically able companion. Motorized scooters are unsuitable for touring and boat cruising.

CARRIER'S LIABILITY: The provisions and limitations of the Athens Convention Relating to the Carriage of Passengers and their luggage by Sea, 1947 (the "Athens Convention") and the International Convention on Limitation of Liability For Maritime Claims, 1976 (the "1976 Convention") are incorporated on this Passenger Ticket Contract. Where the terms of this Passenger Ticket Contract conflict with any applicable mandatory provision of law or international convention, including, where applicable, the Strasbourg Convention on the Limitation of Liability in Inland Navigation, 1988 (the "CLNI Convention"), the provisions of that law or convention prevail.

FORCE MAJEURE (CRUISES): In case of any and all unforeseen circumstances during your cruise including but not limited to: weather conditions, low or high waters, lock schedules, acts of God, government actions, political turmoil, disease, strikes, terrorism, general break down of equipment, closures or black outs of certain attractions listed in the program or similar, we as the agent of the Owners/Operators of various vessels offered in our programs reserve the absolute right to change and/or alter any specific sailing date or a series of departure dates including implementing any of the following; a) substituting vessels of same or similar quality, b) operating portions of the sailing program via motor coach/hotel accommodations to replace boat schedules, c) substituting listed attractions with those of same or similar quality without prior notice. The vessel operators also reserve the right to cancel any particular sailing date or series of departures, for reasons outlined above, lack of participation or for any other reasons beyond their control. In the unlikely event of a canceled sailing date, in conjunction with the vessel owners/operators, we reserve the right to offer an alternate date or dates within the same sailing season without further liability. If not acceptable to passengers for appropriate reasons, we reserve the right to extend full credit for monies received for a canceled sailing and apply it to any other sailing dates and destinations. If none of the alternatives are workable, the limit of our and the vessel owner/operator responsibility will be the refund of all monies received for the canceled sailing within 60 days of the final written cancellation received from the partner/passenger. Under no circumstances will we or the owners/operators of vessels be liable for any expenses not paid through us, including any airfares, delays, cancellations or changes and any ticketing fees that may be applied due to such changes, any additional ground transportation or extra accommodation surcharges, travel insurance, visa fees, taxes, psychological trauma and/or lost business income or revenue, or other incidental expenses incurred to the Passenger as a result of our or vessel owner/operator cancellation of a specific sailing or series of sailings.

SAFETY: Please be aware that during your participation in tours operated by BestOfCroatia.us, Kompas Holidays International and/or Atlas d.d., certain risks and dangers may arise beyond our control including, but not limited to, the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft or other means of transportation; the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. BestOfCroatia.us, Kompas Holidays International and/or Atlas d.d. will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. It is understood that BestOfCroatia.us, Kompas Holidays International and/or Atlas d.d. will use its best efforts to ensure that adequate measures are taken.

RESPONSIBILITY *** IMPORTANT ***

BestOfCroatia.us is a California originated boat cruise, land tour and land accommodation/service provider with physical office and operations from Split, Croatia. BestOfCroatia.us acts as a US representative for a tour operator Kompas International and/or Atlas d.d. BestOfCroatia.us, Kompas Holidays International and/or Atlas d.d. and/or its agents act only in the capacity of agent for the passengers in all matters pertaining to the tour, whether by plane, rail, motor coach, ferry, cruise boat or any other means of conveyance. They shall not be liable for any injury, damage or loss caused by neglect or default of any company or person engaged in conveying the tour, or any hotel proprietor or other person supplying services or material in connection with the tour. BestOfCroatia.us reserves the right to withdraw a tour, refuse to accept or retain any person as a member of a tour at any time, or to make changes in the published itinerary, whenever in their sole judgment conditions warrant or if they deem it necessary for the comfort, convenience or safety of the passengers. Majority of the marketing materials used in this brochure are in ownership of the tour operator. All prices are based on tariffs in effect at the same time of publication of this manual, and are subject to reconfirmation at the time of booking. Refunds for any portion of the tours not taken will be made by the operator on the canceled portion, less the expenses incurred in the handling. All requests for refund of unused services, etc. must be sent to BestOfCroatia.us and/or its booking agent, in writing, no later than 30 days after completion of relevant program. BestOfCroatia.us shall be released from any liability under the guarantee to such participant who does not file a timely claim. NOTE: Terms and conditions are subject to change without notice. Croatian National Tourist Board supports programs and serviced provided by BestOfCroatia.us and its affiliates; WaterPoloCruise LLC (www.WaterPoloCruise.com), SwimCruise (www.SwimCruise.com) and Be Active Cruise (www.BeActiveCruise.com).

