

## **CROATIAN PARLIAMENT**

**2982**

Pursuant to Article 89 of the Constitution of the Republic of Croatia, I hereby issue the

### **DECISION**

#### **PROMULGATING THE ACT ON THE PROVISION OF TOURISM SERVICES**

I hereby promulgate the Act on the Provision of Tourism Services adopted by the Croatian Parliament at its session held on 15 December 2017.

Class: 011-01/17-01/119  
Reg. no. 71-06-01/1-17-2  
Zagreb, 20 December 2017

The President  
of the Republic of Croatia  
Kolinda Grabar-Kitarović, m.p.

### **ACT ON THE PROVISION OF TOURISM SERVICES**

#### **PART I GENERAL PROVISIONS**

##### **Subject of the Act Article 1**

This Act regulates services in the sector of tourism, the manner and conditions for the provision of such services, package travel contracts and contracts on linked travel arrangements, as well as the rights and obligations of the traders and travellers stemming from such contracts.

##### **Conformity with EU regulations Article 2**

The following shall hereby be transposed into the legal order of the Republic of Croatia:

1. Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market (OJ L 376, 27. 12. 2006).

2. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements amending Regulation (EC) No. 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council repealing Council Directive 90/314/EEC (OJ L 326, 11. 12. 2015) (hereinafter referred to as: Directive (EU) 2015/2302).

### **Gender meaning of terms**

#### **Article 3**

Individual gender-specific terms used in this Act shall equally refer to both the male and the female gender.

### **Services in the tourism sector**

#### **Article 4**

Services in the tourism sector within the meaning of this Act are: the provision of services of a tourist agency, tourist guide, tourist escort, entertainment organiser, agency representative, tourism services in the special forms of the tourism offer (tourism services in nautical tourism, tourism services in health tourism, tourism services in congress tourism, services of active and adventure tourism, tourist services of fishing tourism, tourist services on agricultural farms, at aquatic organism breeding sites, hunting grounds and privately owned forests, vehicle rental services (rent-a-car), tourist diving services) and services of rental of sports and recreational equipment to tourists.

### **Providers of tourism services**

#### **Article 5**

(1) Services in the tourism sector may be provided by: companies, cooperatives, sole traders and traders/craftsmen, with seat in the Republic of Croatia or another Member State of the Agreement on the European Economic Area or the Swiss Confederation, registered for the provision of tourism services, who meet the conditions for the provision of such services in accordance with this Act and regulations adopted pursuant to this Act.

(2) Under the conditions laid down in this Act and regulations adopted pursuant to this Act, individual services in the tourism sector may also be provided by:

1. public institutions managing protected areas in accordance with a separate regulation governing environmental protection and other public institutions in the framework of their main business activity, in accordance with their Articles of Incorporation and the Statute of the public institution,

2. health institutions, healthcare companies and private healthcare professionals, pursuant to special healthcare regulations,

3. cultural institutions,

4. unions, associations, schools, higher education institutions and other educational institutions, for purposes of performance of their activities, i.e. the fulfilment of their goals,

5. churches or religious communities (hereinafter: religious community),

6. farmers who, pursuant to a special regulation governing agriculture, perform agricultural activities on family farms, holders of fishing licenses, holders of aquaculture licenses, holders of hunting licenses and forest owners in the forests in their ownership and/or which they are in the possession of,

7. natural persons – citizens,

8. citizens of a country which is not a Member State of the Agreement on the European Economic Area or the Swiss Confederation, who have registered place of residence in the Republic of Croatia.

(3) Legal and natural persons with business establishment and registered business activity for the provision of services in tourism in another Member State of the European Economic Area or the Swiss Confederation may perform tourism services in the Republic of Croatia in accordance with the regulation establishing the right to the freedom of business establishment and freedom of provision of services, provided they meet the conditions for the provision of tourism services proscribed by this Act.

### **Obligations of tourism service providers**

#### **Article 6**

In the performance of services in the tourism sector, legal and natural persons referred to in Article 5, paragraphs 1 and 2, items 1 -3 and 6 -8 of this Act, shall:

1. make public the conditions, content and the price of each service in Croatian language, and optionally in another language travellers are familiar with and understand, and comply with such conditions, contents and prices,

2. for each service provided, issue an invoice to the user, pursuant to special regulations governing invoice issuance and keeping,

3. allow the service user to lodge a written complaint in their business premises, confirm its receipt in writing without delay, and allow the service user to lodge a written complaint by post, fax or electronic mail, reply to such complaint in written form within 15 days following the receipt of the written complaint, prominently display a notification on the manner of submission of written complaints in their business premises and on their website and keep a written record of complaints at least one year from the day of receipt of a written complaint.

### **Terms**

#### **Article 7**

Individual terms used in this Act shall have the following meanings:

1. travel service shall mean:

a) traveller transportation,

b) accommodation which is not an inseparable part of traveller transportation and is not intended for residential purposes,

c) rental of cars, other self-propelled motor vehicles with a minimum of four wheels, and speed over 25 km/h or motorcycles the use of which requires a driving license category A,

d) any other tourism service which is not an inseparable part of the travel service within the meaning of subitems a), b) or c) of this item

2. package means a combination of at least two different travel services for the needs of the same trip or vacation provided that:

a) such services are combined by a single trader, among other things at the request of or depending on the choice of the traveller, prior to the conclusion of a unique contract on all services or,

b) regardless of separate contracts being concluded with individual providers of travel services if such services are:

1. purchased at a single point of sale and selected before the traveller agrees to pay,

2. offered, sold and charged at a lump sum (inclusive) or total price,

3. advertised or sold under the term "package" or under a similar term,

4. combined following the conclusion of the contract whereby the trader entitles the traveller to choose among a selection of different travel service types or,

5. sold by individual traders by means of linked online booking procedures, with the trader with whom the first contract is concluded transmitting the traveller's name, payment details and e-mail address to another trader or traders, where the contract with such other trader or traders is concluded at the latest 24 hours after the booking of the first travel service is confirmed

3. package travel contract means a package travel contract as a whole or, where the package is provided based on separate contracts, all contracts pertaining to travel services included in the package;

4. the commencement of a package trip means the commencement of the execution of travel services included in the package;

5. linked travel arrangement means at least two different travel service types purchased for the needs of the same trip or vacation, which do not comprise a package and result in the conclusion of separate contracts with individual travel service providers, providing that the trader:

a) allows travellers to separately choose and separately pay for each travel service during a single visit to his point of sale or single contact with such point of sale, or

b) allows the targeted purchase of at least one additional travel service from another trader, provided the contract with such other trader is concluded within 24 hours after the booking of the first travel service is confirmed;

6. traveller is any person wishing to conclude a package travel contract or excursion contract or contract on linked travel arrangements or who has the right to travel based on the concluded package travel contract or excursion contract or contract on linked travel arrangements;

7. trader is any natural or legal person, regardless of whether privately or publicly owned, acting with respect to the contracts covered by this Act, inter alia, through other persons acting in its name or for its account, for purposes connected with its commercial, business, craft or professional activity, regardless of whether in the capacity of organiser, trader or trader facilitating the linked travel arrangement or as travel service provider;

8. organiser is a trader combining and selling or offering for sale packages directly or through another trader or a trader forwarding traveller's data to another trader in accordance with item 2, subitem b), subitem 5 of this Article;

9. trader is a trader who is not the organiser, but sells or offers packages combined by the organiser for sale;

10. business establishment (seat) is the permanent place of business from which the service provider actually manages his economic activity over an unlimited time period and with permanent infrastructure;

11. durable medium is any medium allowing travellers or traders to store any information sent personally to them, which they may subsequently access over a particular time period for purposes for which such information are intended and allowing the unmodified reproduction of the stored information;

12. extraordinary circumstances which could not have been avoided are any situations outside the control of the party invoking such a situation, the consequences of which could not have been avoided even if all reasonable measures had been taken;

13. non-compliance is the non-execution or improper execution of travel services included in the package;

14. minor is any person under 18 years of age;

15. point of sale is any retail space, real-estate or movable property, either a retail website or a similar online sale system, inter alia where retail websites or online systems for sale to travellers are presented as a single system, including a telephone service;

16. repatriation means the return of the traveller to the point of departure or another place agreed by the contracting parties;

17. consumer is any natural person entering into a legal transaction or acting on the market outside his commercial, business, craft or professional activity;

18. contract concluded outside business premises is a contract between a trader and a traveller concluded while the trader and the traveller are simultaneously present at the same place, other than the business premises of the trader, or concluded in the business premises of the trader or by means of remote communication immediately after the trader approached the traveller in person and individually at a place other than his business premises, at which the trader and the traveller were simultaneously physically present, or concluded during an excursion organised by the trader with the intention or goal to promote or sell services;

19. excursion is a combination of at least two individual services for the needs of the same trip or vacation, consisting of transportation or other tourism and catering services, no longer than 24 hours and not including overnight stay;

20. trip organization service is the provision of the service where at least two different individual types of travel services offered as packages or excursions are combined;

21. tourist agency means a company, sole trader, craftsman or their organisational unit, providing services as a trader, organiser or retailer within the meaning of this Act, which organises, mediates or provides other services connected with the trip and stay of tourists;

22. protected site (locality) means the area, space or facility in/on which there are natural, cultural, historical, traditional and other values, and where the services of tourist guiding may be provided only by an authorised tourist guide;

23. tourist transfer is a service contracted for a known traveller (service user), consisting of organization of tourist assistance and transportation of the traveller and his luggage between locations where different travel services are provided, and especially between traveller terminals (train/bus stations and land, sea, river and air transport ports) and accommodation facilities at arrival and/or departure, between different accommodation facilities, i.e. to or from the point of the provision of another contracted hospitality and catering or tourism service;

24. Ministry means Ministry competent for the tourism sector;

25. competent office means state administration office in the relevant county, i.e. administrative body of the City of Zagreb competent for tourism affairs;

26. minister is the head of the Ministry competent for the tourism sector.

## **Article 8**

(1) The combination of one of the services referred to in Article 7, item 1, subitems a), b) and c) of this Act with one or more tourism services referred to in Article 7, item 1, subitem d) of this Act shall not be considered a package if services referred to in Article 7, item 1, subitem d) of this Act:

a) do not account for a significant proportion (25 % or more) of the value of the combination, are not

advertised as a significant characteristic of the combination, nor constitute a significant characteristic of the combination in any other way, or

b) are selected and purchased only after the commencement of the execution of the travel service referred to in Article 7, item 1, subitems a), b) or c) of this Act.

(2) The combination of the purchase of one of the services referred to in Article 7, item 1, subitems a), b) or c) of this Act and one or more tourism services referred to in Article 7, item 1, subitem d) of this Act shall not be considered a linked travel arrangement, if the service or services referred to in Article 7, item 1, subitem d) of this Act do not account for a significant proportion (25 % or more) of the value of the combination and are not advertised as a significant characteristic of the combination, nor constitute a significant characteristic of the trip or vacation in any other way.

## **Constituent parts of the Act**

### **Article 9**

Constituent parts of this Act are:

#### 1. Appendix I

- Part A - Standard information form for package travel contracts with the possible use of hyperlinks
- Part B - Standard information form for package travel contracts in situations which are not covered by Part A
- Part C - Standard information form where the organiser transmits data to another trader pursuant to Article 7, item 2, subitem b), subsubitem 5 of this Act.

#### 2. Appendix II

- Part A - Standard information form where the trader facilitating online linked travel arrangements in the sense of Article 7, item 5, subitem a) of this Act is the carrier selling return tickets
- Part B - Standard information form where the trader facilitating online linked travel arrangements in the sense of Article 7, item 5, subitem a) of this Act is a trader other than the carrier selling the return ticket
- Part C - Standard information form for linked travel arrangements within the meaning of Article 7, item 5, subitem a) of this Act where contracts are concluded with the simultaneous physical presence of the trader (other than the carrier selling the return ticket) and the traveller
- Part D - Standard information form where the trader facilitating online linked travel arrangements in the sense of Article 7, item 5, subitem b) of this Act is the carrier selling the return ticket
- Part E - Standard information form where the trader facilitating online linked travel arrangements in the sense of Article 7, item 5, subitem b) of this Act is a trader other than the carrier selling the return ticket.

## **Application of the provisions of the Act regulating obligatory relations**

### **Article 10**

If not otherwise proscribed by this Act, the provisions of the general regulation governing obligatory relations shall be applied to obligatory legal relations between travellers and traders in an appropriate manner.

### **Central Registry**

#### **Article 11**

(1) The Central Registry of the Hospitality and Catering Facilities and Services in Tourism (hereinafter: Central Registry) is maintained by the Ministry in the form of a public unique electronic system.

(2) The Ministry shall publish the data from the Central Registry on its website.

(3) The Minister shall proscribe the data relating to tourism services to be contained by the Central Registry, as well as the form, the manner of keeping and entry of data and options for their use, by an Ordinance.

## **PART II**

### **THE SERVICES OF TOURIST AGENCIES (TOURIST AGENCY)**

#### **TITLE I**

#### **THE SERVICES OF TOURIST AGENCIES**

##### **The services of tourist agencies**

#### **Article 12**

(1) The services of tourist agencies are:

1. organisation, sale and execution of package trips,
2. facilitating the purchase of trips in the form of linked travel arrangements,
3. organisation, sale and execution of excursions,
4. mediation in the sale of package trips,
5. mediation in the sale of excursions,
6. sale, mediation and booking of hospitality and catering services,
7. sale, mediation and booking of transportation services,
8. organisation, sale and execution of tourist transfer services,
9. sale, mediation and booking of services in the special forms of the tourism offer,



10. sale, mediation and booking of the services of tourist guides, tourist guides-escorts and the services of operating sailors' vessels (skippers),
11. representation of domestic and foreign travel agencies,
12. organisation, sale and execution of tourist services in congress tourism,
13. reception and seeing off travellers and providing other assistance to guests during their stay, issuing invoices, charging, calculating and paying the sojourn tax and other taxes, keeping a record of guests, registering their stay and keeping other records proscribed by special regulations on the behalf and for the account of providers of hospitality and catering services in households and/or on agricultural farms,
14. organisation and performance of services in connection with the maintenance and cleaning of accommodation facilities of providers of hospitality and catering services whose service they mediate for,
15. mediation in the conclusion of contracts on the insurance of travellers and luggage,
16. assistance with the obtainment of travel documents, visas and other documents necessary for crossing the border and staying abroad, documents for hunting, fishing, diving, sailing and other documents necessary for the organisation and carrying out various forms of the tourism offer,
17. sale, mediation and booking of services for all types of events, museums and similar,
18. the sale of goods connected with the trip (various travel necessities, souvenirs, tourism publications and the like),
19. organisation and provision of services in connection with card and travellers' checks operations, and the provision of exchange services in accordance with special regulations,
20. sale, mediation and booking of vehicle (rent-a-car, rent-a-scooter and similar), air-craft and vessel rental services (rent-a-boat),
21. agency-nautical services pertaining to the reception and seeing off of yachts and boats pursuant to special regulations.

(2) Services referred to in paragraph 1, items 1-13 of this Article may only be provided by tourist agencies, unless otherwise proscribed by this Act or other regulations.

### **Registering tourist agency's business activity**

#### **Article 13**

(1) Prior to the commencement of the provision of services, the tourist agency shall send to the Ministry a notification of the commencement of the provision of services, containing details on the tourist agency's company and seat, tax ID number, address of all offices in which services are provided, operations manager, fulfilment of conditions for the operations manager and proof

thereof, and report and submit evidence of any change of the notified data within eight days from the change.

(2) Apart from the notification and proof referred to in paragraph 1 of this Article, the tourist agency-organiser of the package trip and tourist agency-trader facilitating linked travel arrangements are required to submit to the Ministry data on and proof that the insolvency security obligation has been fulfilled and liability insurance taken out.

(3) The tourist agency, i.e. each of its business offices, shall be entered into the Central Registry based on the notifications referred to in paragraphs 1 and 2 of this Article.

(4) Tourist agency, i.e. individual tourist agency offices shall be deleted from the Central Registry, in accordance with the decision of the Ministry, if:

- the operations manager or person performing the tasks of the operations manager is found not to meet the conditions proscribed by this Act or

- business activity of the tourist agency, i.e. operation in an individual tourist agency office is deregistered, as of the date indicated in the deregistration, which may not be backdated.

(5) An appeal is not permissible against the decision referred to in paragraph 3 of this Article, but an administrative dispute may be initiated against it.

## **TITLE II TOURIST AGENCY OFFICES**

### **Tourist agency offices Article 14**

(1) Tourist agencies shall do business in their designated business premises.

(2) Tourist agencies the operation of which entails the provision of services and the conclusion of contracts where the service user is simultaneously physically present in the business premises in which their business activity is performed, are required to have business premises suitably furnished for the reception of service users (office).

(3) By way of derogation from paragraph 1 of this Article, tourist agencies operating solely by providing services and concluding contracts on and through the websites or similar online sale systems, including a call centre, where the service user is not simultaneously physically present in the business premises in which their business activity is performed, may perform their business activity in a residential object, which shall meet the safety and safety-at-work conditions proscribed by special regulations governing safety-at-work.

### **Provision of tourist agency services inside and outside of its offices Article 15**

(1) A tourist agency office must be a business unit separate from other premises in the same facility.

(2) By way of derogation from paragraph 1 of this Article, an office need not be a separate business unit if situated in facilities intended to be used for commercial activities, hotels, fair grounds, train or bus stations or terminals used for the provision of public land, sea or air transportation services and similar.

(3) Tourist agency employees may directly provide the following tourism services to travellers in the facilities intended to be used for commercial activities, hotels, fair grounds, train or bus stations or terminals used for the provision of public land, sea or air transportation services and similar, with the consent of the managers of such facilities, or at the location designated by the decision of the representative body of local self government or the port authority:

- conclude excursion contracts,

- sell and book the services of organisation of trips on vessels referred to in Article 61, paragraph 1 of this Act,

- make tourist announcements and distribute promotional materials,

- provide assistance upon travellers' arrival/departure or during the execution of packages, excursions, tourist transfers, congresses, conferences and similar events.

(4) By way of derogation from paragraph 3 of this Article, tourist agency employees may conclude contracts during excursions organised by the tourist agency with the intention to promote or sell services.

(5) In case of provision of services referred to in paragraph 3, items 1-3 of this Article, the tourist agency is required to display a sign at the locations at which such services are provided, stating the company and the seat of the tourist agency.

### **TITLE III**

#### **Operations manager**

##### **Obligation to hire an operations manager**

###### **Article 16**

Tourist agency must have at least one person employed full time as operations manager, regardless of the number of its offices, i.e. business premises.

##### **Liability of the operations manager and possibility of replacement in case of justified absence**

###### **Article 17**

(1) The operations manager is held accountable for the operation of the tourist agency in accordance with the provisions of this Act.

(2) In case of justified absence (sick leave, maternity leave and similar) or the termination of employment of the operations manager, the tourist agency may temporarily, but no longer than six months in the course of three years, appoint a person who fulfils the requirements for operations manager laid down in Article 18, paragraph 2, items 1, 2 and 4 of this Act.

**Requirements for operations managers**  
**Article 18**

(1) Operations manager is a citizen of the Republic of Croatia, citizen of another Member State of the European Economic Area or the Swiss Confederation who meets the requirements for operations managers laid down in this Act.

(2) Operations manager shall meet the following conditions:

1. have at least high school education,

2. have active knowledge of at least one world language (level B2 pursuant to the levels stipulated in the Common European Framework of Reference for Languages), be familiar with another world language (level A2 pursuant to the levels stipulated in the Common European Framework of Reference for Languages) and have sufficient knowledge of Croatian language to perform the tasks of an operations manager,

3. have certification exam for operations manager passed,

4. have at least one year of work experience at corresponding jobs in tourist agencies or other similar jobs in the tourism sector.

(3) Foreign citizens who are not citizens of Member States of the European Economic Area or the Swiss Confederation, who have a registered company or trade for the provision of tourist agency services in the Republic of Croatia or have been cleared for permanent residence in the Republic of Croatia, may perform the job of operations manager with the consent of the Ministry, provided they meet the conditions laid down in paragraph 2 of this Article.

(4) An appeal is not permissible against the decision on the request to grant the consent referred to in paragraph 3 of this Article, but an administrative dispute may be initiated against it.

**Certification exam for operations managers**  
**Article 19**

(1) The certification exam for operations manager is conducted before an examination commission with the Ministry.

(2) The members of the examination commission referred to in paragraph 1 of this Article are appointed by the minister.

(3) Every candidate who passes the certification exam shall receive a certificate confirming the exam has been passed.

(4) The minister shall lay down learning outcomes to be tested at the certification exam, the members of the examination commission and the manner in which the exam is to be conducted, by an Ordinance.

**TITLE IV**  
**TOURIST AGENCY OBLIGATIONS**

**Displaying company name, seat and working hours**

**Article 20**

(1) Tourist agency shall display its company name and the seat of the tourist agency at a prominent position at the entrance to its offices, i.e. other premises it operates in or at another appropriate location if situated in a building which is a protected cultural good.

(2) In its company name, a tourist agency may, next to the name of the tourist agency, also use expressions common in the tourism business, such as: "tours", "travel" and similar.

(3) Tourist agency shall display its working hours for clients in a prominent location at the entrance to its offices and adhere to such working hours.

(4) Tourist agency shall visibly display its company name and seat of the tourist agency with indication "turistička agencija" or "putnička agencija" in Croatian language in all written promotional materials offering its services, as well as on all business documents and on the company's website, and may simultaneously display such indication in another language.

**General information**

**Article 21**

Tourist agency shall make public on its website in a manner directly and permanently available to travellers and the competent state administration bodies of the Republic of Croatia, in Croatian and possibly another language, the following information:

- name and seat of the company,
- name and surname of the operations manager,
- the capacity such person acts in and his authorities,
- e-mail address, telephone and fax numbers and working hours in which clients may directly contact tourist agency employees,
- number of court or other public registry in which the tourist agency is registered and data on such registry,
- tax ID number or VAT ID number if the tourist agency is a value added tax payer,
- details of the competent body supervising the activities of tourist agencies,
- clear instructions on the manner of lodging written complaints, i.e. the manner of resolution of consumer complaints,

- general terms and conditions for services provided, i.e. general terms and conditions of the tourist agency the services of which are sold and/or mediated for, in Croatian language and languages in which services are offered.

### **Keeping business secrets**

#### **Article 22**

Tourist agency shall keep as a business secret all data about travellers and shall not reveal without their consent, except in the cases foreseen by law: their address, place and time of travel, stay, the price paid, and the names of their fellow travellers.

Traveller transportation and means of transportation used in the framework of the package, excursion and tourist transfer.

#### **Article 23**

(1) Tourist agency shall entrust the transportation of travellers to a carrier licensed in compliance with special regulations governing individual types of transportation, and may perform the transportation of travellers by itself if it is simultaneously a carrier.

(2) By way of derogation from the provision of paragraph 1 of this Article, a tourist agency may perform the transportation of travellers in the framework of packages, excursions and tourist transfers by personal vehicles and other means of transportation, as own-account transport, in compliance with special regulations governing individual types of transportation.

(3) During the performance of traveller transportation in the framework of a package trip and linked travel arrangement, the driver of the vehicle shall have a corresponding transportation order, which he is required to present to the authorized person for the supervision of traveller transportation.

### **Use of tourist escorts and tourist guides**

#### **Article 24**

(1) If a tourist agency organises a package trip and an excursion, it is required to hire at least one tourist escort who meets the requirements proscribed by this Act for each group of 15 to 75 travellers, during the entire trip.

(2) Tourist agencies are required to use tourist guides for the provision of tourist guide services.

### **Pre-contractual excursion information**

#### **Article 25**

(1) Prior to contract conclusion, the tourist agency shall provide the following information about each excursion to travellers:

- excursion price,
- destination,
- number of meals per day,

- means, characteristics and category of transportation,
- itinerary,
- amount or percentage of down payment, number and amount of instalments for the payment of the remaining amount,
- border, visa and health formalities in connection with excursions abroad,
- minimum number of travellers required to organise the excursion and the deadline within which the traveller shall be notified that the excursion has been cancelled in case of insufficient number of travellers interested in the excursion.

(2) The information referred to in paragraph 1 of this Article shall be provided in a clear, comprehensible and prominent manner, and when provided in written form, legible and written in Croatian language, and possibly another language travellers know and understand.

## **PART III**

### **PACKAGE TRAVEL CONTRACT AND CONTRACT ON LINKED TRAVEL ARRANGEMENTS**

#### **TITLE I**

#### **AREA OF APPLICATION**

##### **Article 26**

The provisions of Part 3 of this Act shall apply to packages offered and sold by traders to travellers, linked travel arrangements facilitated by traders to travellers, and their contractual relations.

##### **Article 27**

The provisions of Part 3 of this Act shall not apply to:

1. excursions,
2. packages and linked travel arrangements lasting less than 24 hours, which do not include accommodation,
3. packages and linked travel arrangements organised and offered only occasionally on a non-profit basis (without profit or other economic benefits), and only to a limited group of travellers, which are not offered publicly,
4. packages and linked travel arrangements purchased based on the general agreement for the arrangement of business trips between traders and other natural or legal persons who are acting for purposes relating to their trade, business, craft or profession.

#### **TITLE II**

### **NOTIFICATION OBLIGATIONS AND THE CONTENT OF PACKAGE TRAVEL CONTRACTS**

## **General provision**

### **Article 28**

In package travel contracts traders undertake to facilitate packages to travellers, while travellers undertake to pay the agreed price.

## **Pre-contractual information on packages**

### **Article 29**

(1) The organiser, as well as the trader if packages are sold through a trader, is required to provide the traveller with appropriate standard information in the form provided in Appendix I, Part A or Part B of this Act, as well as the following information if relevant for the package, before the traveller undertakes any obligations under a package travel contract or any other corresponding offer:

a) main characteristics of travel services:

1. destination/destinations, itinerary and duration of stay, with dates and, if accommodation is included, number of overnights included,
2. means, characteristics and category of transportation, point of departure and return, with dates and times, i.e. locations and duration of intermediate stops and transport connections. Where the exact time is not yet determined, the organiser and, where applicable, the trader shall inform the traveller of the approximate time of departure and return,
3. the location, main features and, where applicable, tourist category of accommodation under the rules of the country of destination,
4. meal plan,
5. visits, excursion(s) or other services included in the total price agreed for the package,
6. where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group,
7. where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out and,
8. whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;

b) company name and geographical address of the organiser and, where applicable, of the trader, as well as their telephone number and, where applicable, e-mail address;

c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;



d) arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for repayment of the balance, or financial guarantees to be paid or provided by the traveller;

e) the minimum number of travellers required for package realization and the time-limit, referred to in Article 38, paragraph 1 of this Act, before the start of the package, within which the contract may be terminated if that number is not reached;

f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities of the country of destination;

g) information that the traveller may terminate the contract at any time prior to the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 37, paragraphs 1 -5 of this Act;

h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

(2) For package travel contracts concluded by telephone, the organiser and, where applicable, the trader shall provide the traveller with the standard information set out in Appendix I, Part B of this Act and the information set out in paragraph 1 of this Article.

(3) With respect to packages defined in Article 7, item 2, subitem b), subsubitem 5 of this Act, the organiser and the trader to whom the data (traveller's name, payment details and e-mail address) are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in paragraph 1 of this Article in so far as it is relevant for the respective travel services offered. The organiser shall simultaneously also provide the standard information by means of the form set out in Appendix I, Part C of this Act.

(4) Tourist agency mediating in the conclusion of package travel contracts for packages organised by the organiser which does not have a registered seat in the Republic of Croatia shall indicate in its promotional materials and website its capacity and authorities, make public the general terms and conditions of the trip organiser, as well as the rights and obligations of the tourist agency and the service user, in Croatian language.

(5) The information stipulated in this Article shall be provided in a clear, comprehensible and prominent manner, and where such information is provided in writing, it shall be legible and written in Croatian language, and possibly another language travellers know and understand.

### **Binding character of pre-contractual information**

#### **Article 30**

(1) Pre-contractual information provided to travellers pursuant to Article 29, paragraph 1, items a), c), d), e) and g) of this Act constitute an integral part of package travel contracts and may not be amended, except if the contracting parties expressly agree otherwise.

(2) The organiser and, where applicable, the trader shall inform the traveller of any changes to pre-contractual information in a clear, comprehensible and prominent manner, prior to the conclusion of the package travel contract.

(3) If the organiser and, where applicable, the trader fail to inform the traveller of any additional fees, charges and other costs stipulated in Article 29, paragraph 1 , item c) of this Act, prior to the conclusion of the package travel contract, the traveller shall not be obligated to pay such fees, charges or other costs.

### **Conclusion and confirmation of package travel contracts**

#### **Article 31**

(1) Package travel contract shall be concluded in a clear and comprehensible language, and be legible if in written form.

(2) If the organiser and, where applicable, the trader or retailer sell or offer packages for sale on the territory of the Republic of Croatia, the package travel contract shall in all events be composed in Croatian language, and possibly another language the traveller knows and understands, and be legible if in written form.

(3) If the package travel contract is made in Croatian language and another language the traveller knows and understands, both language versions of the text shall be considered equally valid.

(4) At the conclusion of the package travel contract or without undue delay thereafter, the organiser or trader shall provide the traveller with a copy or confirmation of the contract on a durable medium.

(5) The traveller shall be entitled to request a paper copy of the package travel contract if the package travel contract has been concluded with the simultaneous physical presence of the parties.

(6) With respect to off-premises contracts, a copy or confirmation of the package travel contract shall be provided to the traveller by the organiser or trader on paper or, if the traveller agrees, on another durable medium.

### **Content of package travel contracts required to be submitted prior to the commencement of the package trip**

#### **Article 32**

(1) The package travel contract or confirmation of the contract shall set out the full content of the agreement between the parties, which shall include all the information referred to in Article 29, paragraph 1 of this Act and the following information:

a) special requests of the traveller accepted by the organiser;

b) information that the organiser is:

1. responsible for the proper performance of all travel services included in the contract, in accordance with the contract and in compliance with Articles 39 -42 of this Act,

2. obliged to provide assistance if the traveller is in difficulty in accordance with Article 49 of this Act;

c) the name of the insurance company or bank with which the insolvency security has been deposited, its contact details, including its geographical address, e-mail address, phone number, tax ID no., number of the security issued (insurance policy or bank guarantee number) and other data required to activate the security, and, where appropriate, the name of the competent authority and contact details of the central contact point referred to in Article 98 of this Act;

d) the name, address, telephone number, tax ID no., e-mail address and, where applicable, the fax number of the organiser's local representative, contact point or another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, request assistance when the traveller is in difficulty or complain about any lack of conformity perceived during the performance of the package;

e) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the travel services included in the package travel contract to the organiser in accordance with Article 40, paragraph 1 of this Act;

f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;

g) information on available in-house complaint handling procedures and alternative dispute resolution mechanisms in connection with the contract, entities authorized for alternative dispute resolution by which the trader is covered and the online dispute resolution platform pursuant to the provisions of the special act on the alternative resolution of consumer disputes;

h) information on the traveller's right to transfer the contract to another traveller in accordance with the provisions of Article 34 of this Act.

(2) With reference to packages as defined in Article 7, item 2, subitem b), subsubitem 5 of this Act, the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package and provide the organiser with the information necessary to comply with his obligations as an organiser.

(3) As soon as the organiser is informed by the trader that a package has been created, the organiser shall immediately provide to the traveller the information referred to in paragraph 1 of this Article on a durable medium.

(4) The information referred to in paragraphs 1-3 of this Article shall be provided in a clear, comprehensible and prominent manner.

(5) In good time prior to package commencement, the organiser shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

**Burden of proof**  
**Article 33**

As regards compliance with the information requirements laid down in Articles 29 – 32, the burden of proof shall be on the trader.

**TITLE III**  
**CHANGES TO THE PACKAGE TRAVEL**  
**CONTRACT PRIOR TO THE COMMENCEMENT OF THE PACKAGE TRIP**

**Transfer of the package travel contract to another traveller**  
**Article 34**

(1) Prior to the commencement of the package trip, the traveller may transfer the package travel contract to a person who meets all the conditions applicable to that contract, after informing the organiser thereof on a durable medium with reasonable notice. Notice given to the organiser at the latest seven days prior to the start of the package trip shall be deemed to be reasonable.

(2) The transferor and the transferee of the package travel contract shall be jointly liable for the payment of the price and any additional fees, charges or other costs arising from the contract transfer.

(3) The organiser shall inform the transferor of the actual costs of the transfer, which shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.

(4) The organiser shall provide the transferor with proof of such additional fees, charges or other costs arising from the transfer of the package travel contract.

**Modification of the contracted package price**  
**Article 35**

(1) Following the conclusion of the package travel contract, the organiser may increase the contracted price only if the contract expressly provides for that possibility and states that the traveller is entitled to a price reduction under paragraph 4 of this Article, and that the contract stipulates the manner of price revision calculation, and where price increase is exclusively a direct consequence of the change of:

- a) the price of the carriage of travellers resulting from the cost of fuel or other power sources,
- b) the level of taxes or fees on travel services included in the contract and imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or
- c) exchange rates relevant for the package.

(2) If the price increase referred to in paragraph 1 of this Article exceeds 8 % of the total price of the package, the organiser may not unilaterally modify the price, and Article 36, paragraphs 2-6 of this Act shall apply.

(3) Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly thereof with a justification for that increase and calculation, on a durable medium at the latest 20 days prior to the commencement of the package trip.

(4) If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in paragraph 1 of this Article that occurs after the conclusion of the contract and prior to the commencement of the package trip.

(5) In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller, and provide proof of such administrative expenses at the request of the traveller.

**Modification of other terms and conditions of the  
package travel contract  
Article 36**

(1) Prior to the commencement of the package trip, the organiser may not unilaterally change the terms and conditions of the package travel contract, other than the price in accordance with Article 35 of this Act, unless this right was stipulated in the contract, the change is insignificant and the traveller is informed thereof in a clear, comprehensible and prominent manner on a durable medium.

(2) If, prior to the commencement of the package trip, the organiser is forced to significantly modify any of the key characteristics of the travel services as referred to in Article 29 paragraph 1, item a) of this Act, or cannot meet the special conditions referred to in Article 32, paragraph 1, item a) of this Act or proposes to increase the price of the package by more than 8 %, the traveller may within a reasonable period specified by the organiser:

a) accept the proposed change, or

b) terminate the contract without paying a termination fee.

(3) If in case referred to in paragraph 2 of this Article, the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible of an equivalent or higher quality.

(4) The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

a) the proposed changes referred to in paragraph 2 of this Article and, where appropriate in accordance with paragraph 5 of this Article, their impact on the price of the package,

b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2 of this Article,

c) the consequences of the traveller's failure to respond within the period stipulated in item b) of this paragraph, and

d) where applicable, the offered substitute package and its price.

(5) The offer to increase the price of the package may not be made later than 20 days prior to the beginning of the trip, and the offer to modify other contractual terms and conditions may not be made after the commencement of the trip.

(6) If the traveller fails to inform the organiser of his decision within the deadline stipulated in paragraph 4, item b) of this Article, the contract shall be considered terminated following the expiry of such period.

(7) If the modifications to the package travel contract referred to in paragraph 2 of this Article or to the substitute package stipulated in paragraph 3 of this Article result in the lower quality of the package or increased price, the traveller shall be entitled to a corresponding price decrease.

(8) If in case referred to in paragraph 2, item b) of this Article, the traveller terminates the package travel contract, and refuses to accept a substitute package, the organiser shall without undue delay, but no later than within 14 days from contract termination, refund all payments made by the traveller and compensate the traveller for damage with the appropriate application of the provisions of Articles 44 -47 of this Act.

**Traveller's right to terminate the package travel contract and the right to withdraw  
prior to the commencement of the package trip**

**Article 37**

(1) The traveller may terminate the package travel contract at any time prior to the commencement of the package trip.

(2) In the case referred to in paragraph 2 of this Article, the organiser shall lose his right to the contracted price of the package and the traveller may be required to pay an appropriate and justifiable termination fee to the organiser.

(3) The package travel contract may specify reasonable standardised termination fees based on the period between contract termination and the commencement of the package trip and the expected cost savings and income from the provision of travel services to another user.

(4) If the standardised termination fees have not been contracted by the parties, the amount of the termination fee shall correspond to the price of the package minus the organiser's cost savings and income from the provision of travel services to another user.

(5) At the traveller's request the organiser shall provide a justification for the amount of the termination fee.

(6) Without prejudice to the provisions of paragraphs 1 -5 of this Article, the traveller shall have the right to terminate the package travel contract prior to the commencement of the package trip without paying any termination fee in the event of unavoidable extraordinary circumstances occurring at the destination or in its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the transportation of travellers to the destination.

(7) In the event of termination of the package travel contract under paragraph 6 of this Article, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to any additional compensation.

(8) The organiser shall refund all payments made by or on behalf of the traveller for the package minus the appropriate termination fee, without undue delay, but no later than 14 days following the termination of the package travel contract.

(5) With respect to off-premises contracts, the traveller has the right to withdraw from the package travel contract within a period of 14 days without giving any reason.

**The organiser's right to terminate the package travel  
contract prior to the commencement of the package trip**

**Article 38**

(1) The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, without having to pay the traveller any additional compensation, if the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period stipulated in the contract, but not later than:

1. 20 days prior to the start of the package in the case of trips lasting more than six days,
2. 7 days prior to the start of the package in the case of trips lasting between two and six days,
3. 48 days prior to the commencement of the package in the case of trips lasting less than two days.

(2) The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, without having to pay the traveller any additional compensation, if the organiser is prevented from performing the contract by unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay prior to the commencement of the package trip.

(3) In the event of contract termination under paragraphs 1 and 2 of this Article, the organiser shall lose his right to the contracted price of the package and shall refund all payments made by or on behalf of the traveller without undue delay, but no later than 14 days following the termination of the package travel contract.

**TITLE IV  
PERFORMANCE OF THE PACKAGE**

**Responsibility for the performance of the package**

### **Article 39**

The organiser is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

### **Remedying non-conformities in the performance of travel services included in the package Article 40**

(1) The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity perceived during the performance of any travel service included in the package travel contract.

(2) If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, at the request of the traveller, unless that is impossible or if it would entail disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

(3) If the organiser fails to remedy the non-conformity due to reasons stipulated in paragraph 2 of this Article, the traveller shall be entitled to a price reduction and compensation for damage pursuant to Articles 43 -47 of this Act.

(4) If the organiser fails to remedy the non-conformity within a reasonable period set by the traveller, the traveller may do so himself and request reimbursement of the necessary expenses. The traveller shall not be required to specify a reasonable time-limit for the organiser to remedy the non-conformity, if the organiser refuses to remedy the non-conformity or if immediate remedy is required.

### **Rights of the traveller and obligations of the organiser in case of inability to provide a significant part of the travel services Article 41**

(1) Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

(2) Where the alternative arrangements proposed by the organiser result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction.

(3) The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or if the price reduction granted is inadequate.

(4) Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may



terminate the package travel contract without paying a termination fee and, where appropriate, request a price reduction and/or compensation for damage in accordance with Articles 43 -47 of this Act.

(5) If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with paragraph 3 of this Article, the traveller is, where appropriate, entitled to a price reduction and/or compensation for damage in accordance with Articles 43 -47 of this Act, without terminating the package travel contract.

(6) If the package includes traveller transportation, the organiser shall, in the cases referred to in paragraphs 4 and 5 of this Article, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller. Additional costs shall be met by the organiser.

### **Costs of necessary accommodation**

#### **Article 42**

(1) As long as it is impossible to ensure the traveller's return as agreed in the package travel contract due to unavoidable and extraordinary circumstances, the organiser shall meet the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in European Union traveller rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

(2) The limitation of costs referred to in paragraph 1 of this Article shall not apply to persons with reduced mobility, as defined in Article 2, item (a) of Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26. 7. 2006) and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours prior to the commencement of the package trip.

(3) The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability under paragraph 1 of this Article if the relevant transport provider may not rely on such circumstances under applicable EU legislation.

## **TITLE V**

### **PRICE REDUCTION AND COMPENSATION FOR DAMAGE**

#### **Price reduction**

##### **Article 43**

The traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

#### **Compensation for damage**

##### **Article 44**

(1) The traveller shall be entitled, irrespective of the price reduction or contract termination, to receive appropriate compensation from the organiser for any damage suffered due to non-conformity, and the compensation shall be disbursed to the traveller without undue delay.

(2) The organiser shall not be liable for damage if he proves that:

a) the non-conformity is attributable to the traveller,

b) the non-conformity is attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable, or

c) the non-conformity is due to unavoidable and extraordinary circumstances.

### **Limitation and exclusion of liability**

#### **Article 45**

(1) Any provisions of the package travel contract excluding or limiting the liability of the organiser for damage shall be invalid.

(2) Any provisions of the package travel contract limiting in advance the amount of the compensation for damage for damage which did not result in personal injury or damage caused intentionally or due to the negligence of the organiser, to an amount not less than three times the total price of the package shall be valid.

(3) Insofar as international conventions binding for the European Union or legislation based on such conventions limit the extent or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a package, the same assumptions, limitations and exclusions shall apply to the organiser in an appropriate manner, and may be invoked with respect to the traveller.

### **Competition of law on compensation for damage or price reduction**

#### **Article 46**

(1) Any right of the traveller to compensation or price reduction under this Act and international conventions shall not affect the rights of travellers under:

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to travellers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91,

- Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail travellers' rights and obligations,

- Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of travellers by sea in the event of accidents,

- Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of travellers when travelling by sea and inland waterway and amending Regulation (EC) No. 2006/2004,

- Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of travellers in bus and coach transport and amending Regulation (EC) No. 2006/2004.

(2) Travellers shall be entitled to present claims for price reductions and/or compensation for damage pursuant to this Act and in accordance with the international conventions and regulations referred to in paragraph 1 of this Article.

(3) Compensation or price reduction the traveller is entitled to under this Act and the compensation or price reduction granted to the traveller under the international conventions and regulations stipulated in paragraph 1 of this Article shall be deducted from each other in order to avoid overcompensation and/or excessive price reduction.

#### **Limitation period**

##### **Article 47**

(1) The limitation period for introducing traveller's claims under titles III, IV and V of this part of the Act shall be two years.

(2) The limitation period shall commence on the first day after the day of contracted completion of the package trip.

#### **Possibility to contact the organiser via the trader**

##### **Article 48**

(1) The traveller may address messages, requests or complaints in relation to the performance of the package directly to the trader through which it was purchased, who shall forward such messages, requests or complaints to the organiser without undue delay.

(2) For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints by the trader shall be considered as receipt by the organiser.

#### **Obligation to provide assistance**

##### **Article 49**

(1) The organiser shall provide appropriate assistance to the traveller in difficulty without undue delay, especially in the circumstances referred to in Article 42, paragraph 1 of this Act, in particular by:

- a) providing appropriate information on health services, local authorities and consular assistance and
- b) assisting the traveller to establish distance communications find alternative travel arrangements.

(2) The organiser may charge a reasonable fee which may not exceed the actual costs of the organiser for assistance stipulated in paragraph 1 of this Article if the difficulty is caused intentionally by the traveller or through the traveller's negligence.

## **TITLE VI INSOLVENCY SECURITY**

### **Ensuring protection in case of insolvency**

#### **Article 50**

(1) The organiser shall contract an insolvency security for each package with an insurance company or bank in the Republic of Croatia or another Member State of the European Economic Area:

1. for the refund of all payments made by or on behalf of the traveller in connection with the package travel contract for services which have not or will not be performed or will be only partially performed as a consequence of the organiser's insolvency or bankruptcy,

2. for compensation to the traveller of the costs of necessary accommodation, meals and return to the place of departure in Croatia or abroad, as well as of all other claims in this respect, attributable to the organiser's insolvency or bankruptcy, if transportation was included in the package travel contract.

(2) In the case referred to in paragraph 2 of this Article, the insurance company or the bank may offer the traveller to continue using the package.

(3) Within the meaning of this Act, the package travel organiser shall be deemed to be insolvent upon becoming incapable of timely payment of matured obligations, in full amount and upon them becoming due and payable, resulting in the non-performance of travel services.

(4) The security may be in the form of an insurance policy or a bank guarantee.

(5) To meet his obligations stipulated in paragraph 1 of this Article, the organiser shall entitle the traveller to directly settle his claims from the security and, as proof of such right, present the contract or certificate based on the package travel contract stipulated in Article 31 of this Act to the traveller, stating that the traveller may, on the basis of that contract or certificate, directly realize his right to compensation referred to in paragraph 1 of this Article with the insurance company or bank, including details of the insurance company or bank, their tax ID numbers, e-mail addresses, telephone number, number of the security (insurance policy or bank guarantee), as well as other data required to activate the security.

(6) The organiser who is not established in another Member State of the Agreement on the European Economic Area, but sells, offers for sale or directs such activities towards the market of the Republic of Croatia in any other way, shall provide insolvency security pursuant to this Act.

(7) Trader established in another EU Member State or another Member State of the European Economic Area who sells packages of organisers established outside the European Economic Area on the market of the Republic of Croatia, or directs such activities towards the market of the Republic of Croatia in any other way, shall provide insolvency security proscribed by the legislation of such other

Member State of the Agreement on the European Economic Area providing for protection in case of insolvency in compliance with Article 17 of Directive (EU) 2015/2302), unless the trader presents evidence that the organiser has deposited such security.

### **The extent and effectiveness of insolvency security**

#### **Article 51**

(1) The organiser shall ensure that the security stipulated in Article 50 of this Act is effective and covers reasonably foreseeable costs.

(2) The security shall cover the amounts of payments made by or on behalf of the traveller in respect of packages, taking into account the length of the period between down payments and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency, providing that the amount of the security may not be less than 10% of the total amount realized from the sale of packages in the previous business year, i.e. may not be less than 10% of the planned annual amount anticipated to be realized from the sale of packages in the current business year, if the annual package sale plan in the current year exceeds package sales realized in the previous year, and the organiser shall ensure in the current year that the insolvency security is effective and sufficient to cover all claims and costs referred to in Article 50, paragraph 1, items 1 and 2 of this Act.

(3) The organiser who did not realize turnover from the sale of packages in the previous year shall provide insolvency security in the amount not less than 10% of the planned annual package sale in the current year, providing that he shall ensure in the current year that the insolvency security is effective and sufficient to cover all claims and costs referred to in Article 50, paragraph 1 of this Act.

(4) The organiser's insolvency protection shall benefit the traveller regardless of his place of residence, the place of departure or where the package is sold, irrespective of the EU Member State where the insurer or bank with which the security has been negotiated is located.

(5) When the performance of a package which has already commenced is affected by the organiser's insolvency, the security shall be available free of charge and cover repatriation and, if necessary, the financing of accommodation prior to the repatriation.

(6) Security shall cover refunds for travel services that have not been performed, to be made at the request of the traveller without undue delay.

### **Mutual recognition of insolvency security**

#### **Article 52**

If at the moment of conclusion of the package travel contract the organiser is established in another EU Member State or another Member State of the European Economic Area, he shall be deemed to have met his insolvency security obligations under this Act if he provides such insolvency security to the traveller in accordance with the regulations of such other state of his establishment transposing Article 17 of Directive (EU) 2015/2302).

### **Conclusion of contract on insurance against liability for damage**

#### **Article 53**

(1) Package trip organiser shall conclude a liability insurance contract with the insurer, covering any damage incurred by the traveller as a result of non-performance, partial performance or undue performance of the obligations related to a package trip.

(2) In the contract or certificate of the package travel contract referred to in Article 31 of this Act, which the organiser is required to provide to the traveller, the organiser shall state details of the insurance against liability for damage, insured risks under paragraph 1 of this Article, the insurer-insurance company, with corresponding tax ID number, e-mail address, telephone number, the number of the issued insurance policy and other data required to activate the policy and realize the traveller's right to compensation.

### **Mandatory policies**

#### **Article 54**

The organiser shall offer to the traveller insurance against accidents and illness during the trip, damage and loss of luggage, voluntary health insurance during the trip and stay abroad, insurance against cancellation of the trip and insurance covering the costs of assistance and return of the traveller to the place of departure in case of accident and illness, put at his disposal information on the content of such policies and general terms and conditions of the insurance contract.

## **TITLE VII**

### **LINKED TRAVEL ARRANGEMENTS**

#### **Insolvency security for linked travel arrangements**

##### **Article 55**

(1) Traders facilitating linked travel arrangements shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency, and if such traders are the party responsible for the transportation of travellers the security shall also cover the traveller's repatriation.

(2) The provisions of Articles 50-52 and Articles 98 and 99 of this Act shall apply to the trader referred to in paragraph 1 of this Article in an appropriate manner.

#### **Notification obligations for linked travel arrangements**

##### **Article 56**

(1) Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements, including traders who are not established in an EU Member State but, by any means, direct such activities to a Member State, shall state in a clear, comprehensible and prominent manner that:

a) the traveller shall not benefit from any of the rights applying exclusively to packages and that each service provider shall be solely responsible for the proper contractual performance of his service in compliance with the contract, and

b) the traveller shall benefit from insolvency security in accordance with Article 55 of this Act.

(2) Traders facilitating linked travel arrangements shall provide the traveller with the information stipulated in paragraph 1 of this Article by means of the relevant standard form set out in Appendix II of this Act or, where the particular type of linked travel arrangement is not covered by any of the forms set out in Appendix II, provide the information contained therein.

(3) Where the trader facilitating linked travel arrangements has not complied with the requirements set out in Article 55 of this Act and paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 34 and 37 - 49 of this Act shall apply in relation to the travel services included in the linked travel arrangement.

(4) Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.

## **TITLE VIII GENERAL PROVISIONS**

### **Specific obligations of the trader where the organiser is established outside the European Economic Area**

#### **Article 57**

If at the moment of conclusion of the package travel contract the organiser is established outside the European Economic Area, the trader established in a Member State shall be subject to the obligations laid down for organisers in Articles 39 - 52 of this Act, unless the trader provides evidence that the organiser complies with those provisions.

### **Liability for booking errors**

#### **Article 58**

(1) The trader is liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, for any errors made during the booking process.

(2) The trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

### **Right of redress**

#### **Article 59**

In cases where an organiser or a trader has paid compensation for damage, granted a price reduction or met another obligation incumbent on him under this part of the Act, the organiser or trader has the right to seek redress from the party which contributed to the event triggering compensation, price reduction or other obligations.

### **Declarations concerning the package and linked travel arrangements and**

**the mandatory nature of provisions of Part 3 of this Act**

**Article 60**

(1) Package travel organiser or a trader facilitating a linked travel arrangement shall in any case, before the traveller consents to pay for an arrangement, truthfully declare in a comprehensible, clear and prominent manner in standard written information provided to the traveller whether he offers a package or a linked travel arrangement.

(2) The declaration of the package travel organiser or a trader facilitating a linked travel arrangement that he is acting exclusively as a travel service provider, intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, which is untrue and misleading, shall not absolve that organiser or trader from the obligations imposed on them under this Act.

(3) Travellers may not waive the rights conferred on them by the provisions of this part of the Act.

(4) Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this part of the Act or aims to circumvent their application shall not be binding on the traveller.

**PART IV**

**TOURIST AGENCY SERVICES PROVIDED BY OTHER LEGAL AND NATURAL PERSONS**

**TITLE I**

**SERVICES PROVIDED BY OTHER LEGAL AND NATURAL PERSONS**

**Organisation of trips on vessel of nautical tourism**

**Article 61**

(1) Legal and natural persons referred to in Article 5, paragraph 1 of this Act may organise trips (packages and excursions), enter into contracts on such trips, perform them on vessels classified as vessels of nautical tourism, and facilitate linked travel arrangements without having to open a tourist agency.

(2) The sale and booking of the service stipulated in paragraph 1 of this Article may be performed:

- on a vessel,
- in the immediate vicinity of the place where the vessel is berthed,
- at the location designated for this purpose at the place of accommodation of the guests,
- on premises that may be designated by decision of the representative body of a local self-government unit or the port authority,
- through tourist agencies,



- or at other premises, subject to the consent of the holders of the right to use such premises.

(3) The provisions of Article 6 of this Act on the obligations of providers of services in tourism and the provisions on the obligations of tourist agencies stipulated in Articles 20-60 of this Act shall be appropriately applied to the provision of services referred to in paragraph 1 of this Article.

(4) The tasks of the tourist escort may be performed by a crew member additionally entrusted with the execution thereof.

(5) Where travellers, users of the organised trip service, are provided additional hospitality and catering services during the trip, which are not included in the price of the trip, the service provider shall:

- establish the standards regarding the consumption of foodstuffs for each dish, drink and beverage, provide services in quantities and of the quality compliant with the standards, have the standards on-board the vessel and present it to the traveller at request,

- prominently display the prices of hospitality and catering services in a manner accessible to travellers, comply with the displayed prices and put the sufficient number of pricelists (menus and/or beverage cards) in Croatian and at least one world language, at their disposal,

- issue to travellers legible and accurate bills for each hospitality and catering service, which shall, apart from the details proscribed by special regulations governing bill issuance and keeping, indicate the type, quantity and price of the service provided, i.e. amount of the discount granted, unless the bill is issued by a tourist agency,

- prominently display the notification that the sale and consumption of alcohol and other drinks and/or beverages containing alcohol to persons under 18 years of age is prohibited and comply with the said prohibition.

**Trips organised by unions, associations, religious communities, schools,  
higher education and other educational institutions**

**Article 62**

(1) Unions and associations may for purposes of realisation of their goals and tasks envisaged by their articles of association or other general instrument of incorporation, provide trip organisation services (packages and excursions) exclusively to their members, provided that the package trip may last up to two days, including one overnight.

(2) Religious communities may organise pilgrimages and other trips aiming to promote and attest religion, lasting up to two days, including one overnight, with the written consent of the competent body of such religious community.

(3) Unions, associations and religious communities may organise trips maximum three times a year, without the intention to realize profit.

(4) Schools, higher education or other educational institutions may organise excursions for their pupils, students or wards for purposes of realization of teaching and curriculum content and realization of their goals and tasks, organised as an activity of a school, higher education or other educational institution proscribed by special regulations governing the educational system, all in accordance with their syllabus or curriculum.

(5) The promotion and presentation of trips referred to in paragraphs 1-4 of this Article may not, directly or indirectly, be carried out through mass media, nor advertised for commercial purposes in any other way.

(6) Unions, associations, religious communities, schools and other educational institutions shall, when organising the trips, use means of transportation in which travellers and luggage are insured and comply with special regulations on the organised transportation of children and pupils.

(7) Unions, associations, religious communities, schools and other educational institutions shall meet the obligations of providers of services in tourism stipulated in Article 6, items 1 and 2 of this Act.

#### **Services provided by the Croatian Youth Hostel Association**

##### **Article 63**

(1) The Croatian Youth Hostel Association may, for purposes of promotion of youth tourism and the youth tourism culture, provide tourist agency services stipulated in Article 12 of this Act in its business premises, to its members and to the members of international youth tourism associations that it is a member of and elementary school pupils.

(2) The provisions of Articles 6 and 16 and Articles 20-60 of this Act on the obligations of providers of services in tourism shall apply, in an appropriate manner, to the provision of services referred to in paragraph 1 of this Article.

#### **Tourist transfer services provided by hospitality and catering service providers**

##### **Article 64**

Hospitality and catering service providers may organise and perform tourist transfer services for the needs of the guests they are providing accommodation services to, in accordance with the provisions of Article 23 of this Act.

#### **Tourism services in health tourism**

##### **Article 65**

(1) Special hospitals, sanatoriums and other health institutions, healthcare companies and health professionals running independent private practices may provide individual tourist agency services as tourism services in health tourism, in compliance with the provisions of this Act.

(2) The provisions of Article 16 and Articles 20-60 of this Act shall be applied in an appropriate manner to services provided by persons stipulated in paragraph 1 of this Article.

#### **Services on agricultural farms, aquatic organism breeding sites, hunting grounds, waters and privately owned forests**

## **Article 66**

Farmers may provide individual tourist agency services on family agricultural farms, holders of aquaculture licenses on aquatic organism breeding sites, holders of fishing licenses on waters, holders of hunting licenses on hunting grounds and forest owners in forests, all in compliance with the provisions of this Act.

### **Services provided by public institutions managing protected areas and other public institutions**

## **Article 67**

(1) Public institutions managing protected areas may provide tourist agency services on their managed areas, without having to establish a tourist agency, in accordance with the provisions of this Act relating to tourist agencies.

(2) Public institutions which are not covered by paragraph 1 of this Article, offering trip organisation services in the framework of their main business activity may provide tourist agency services without having to establish a tourist agency, in accordance with the provisions of this Act relating to tourist agencies.

## **TITLE II**

### **EXEMPTIONS FROM THE APPLICATION OF THIS ACT**

#### **Organisation of trips to which the provisions of this Act do not apply**

## **Article 68**

The provisions of this Act shall not apply to trips organised without the intent of generating profit by:

- associations of scouts for their members in their facilities or camping equipment,
- Croatian Mountaineering Association and its member associations exclusively for their members and in the framework of their main activity,
- schools, higher education and other educational institutions organising the exchange of their pupils or students in the framework of projects or cooperation with other educational and scientific institutions, or their participation at competitions or for purposes of performance of cultural and public activity programs of the educational institution or higher education institution or field trips for which the pupils or students pay only transportation services.

## **PART V**

### **SERVICES OF TOURIST GUIDES, TOURIST ESCORTS, ENTERTAINMENT ORGANISERS AND AGENCY REPRESENTATIVES**

## **TITLE I**

### **TOURIST GUIDE**

#### **Definition and services of tourist guides**

## **Article 69**

(1) Tourist guide is a person who guides and provides professional verbal information to tourists concerning the natural beauties and values, cultural and historical monuments, works of art, ethnographic and other sights, historical events, famous persons, legends about various events and personages, economic and political events.

(2) Tourist guide services may be provided by citizens of the Republic of Croatia, citizens of other Member States of the Agreement on European Economic Area or the Swiss Confederation, who meet the requirements for tourist guides proscribed by this Act.

(3) By way of derogation from paragraph 2 of this Article, tourist guide services may also be provided by citizens of countries which are not Member States of the Agreement on European Economic Area or the Swiss Confederation, with place of residence in the Republic of Croatia, who meet the requirements for tourist guides proscribed by this Act.

(4) Tourist guides who are citizens of another Member State of the Agreement on European Economic Area or the Swiss Confederation may temporarily and occasionally provide tourist guide services on the territory of the Republic of Croatia in accordance with the special regulation stipulating the conditions for the recognition of foreign professional qualifications for the provision of tourist guide services, except at or in protected sites (localities).

(5) Persons performing the activities of professional guiding in a museum, gallery, protected area of nature, archaeological site and the like, mountain guides, hiking guides, speleological guides, guides in diving tourism and hunting and fishing guides, and the teaching staff of educational institutions during extracurricular or field trips shall not be regarded as tourist guides.

## **Provision of services at or in protected sites (localities) and other parts of the Republic of Croatia**

### **Article 70**

(1) Tourist guides who have passed the general part of the certification exam for tourist guides may provide services on the territory of the Republic of Croatia, except at or in protected sites (localities).

(2) Tourist guides may provide services at or in protected sites (localities) if they have passed the special part of the certification exam for protected sites (localities) by counties.

(3) Tourist guides who are citizens of another Member State of the Agreement on European Economic Area or the Swiss Confederation may temporarily and occasionally provide tourist guide services at or in protected sites (localities) for which they have passed the special part of the certification exam for protected sites (localities).

(4) The minister shall proscribe the list of protected sites (localities) by counties in the form of an ordinance, subject to the prior opinion of the ministers competent for culture and environmental protection.

(5) The minister shall proscribe, by an ordinance, the conditions for the recognition of foreign professional qualifications for the provision of tourist guide services in the Republic of Croatia, pursuant to a special regulation governing the recognition of foreign professional qualifications.

### **Certification exam for tourist guides**

#### **Article 71**

(1) The certification exam for tourist guide is conducted before an examination commission with the relevant higher education institution, which is appointed by the decision of the minister, subject to the prior opinion of the minister competent for education.

(2) Relevant higher education institutions referred to in paragraph 1 of this Article are those organising at least undergraduate professional or university study programmes from the domain of tourism or having orientation or courses from the area of tourism.

(3) The certification exam for tourist guides is taken according to a pre-determined examination program.

(4) The program of the certification exam for tourist guides consists of the general part for the territory of the Republic of Croatia and special part for protected sites (localities) by counties.

(5) Every candidate who passes the certification exam shall receive a certificate confirming that the exam has been passed.

(6) The minister shall proscribe, by an ordinance, after having obtained the opinion of the minister in charge of education, the examination program for the tourist guide certification exam, the number of lessons, the composition of the examination commission, requirements for teaching staff, and the manner of sitting for the exam.

### **Examination commissions**

#### **Article 72**

(1) The decision referred to in Article 71, paragraph 1 of this Act shall be issued at the request of a relevant higher education institution providing that:

1. it has the equipment and premises suitable for holding the certification exam,
2. it has the teaching staff required for the performance of the certification exam in compliance with the ordinance referred to in Article 71, paragraph 6 of this Act,
3. it has a certification exam examination program elaborated by test subjects and lessons in accordance with the ordinance referred to in Article 71, paragraph 6 of this Act.

(2) The higher education institution shall, within 30 days following the expiry of each calendar year, submit a written report to the Ministry on the number of certification exams held, the number of registered students and the number of students who have successfully passed the exam.

(3) The minister shall rescind the decision stipulated in paragraph 1 of this Article if the higher education institution fails to organise the certification exam at least once a year or does not submit to the Ministry the report referred to in paragraph 2 of this Article within the proscribed period, or ceases to exist or meet any of the conditions laid down in paragraph 1 of this Article, by a ministerial decision.

(4) An appeal is not permissible against the decision referred to in paragraphs 1 and 3 of this Article, but an administrative dispute may be initiated against it.

### **The decision approving the performance of tourist guide services**

#### **Article 73**

(1) To provide tourist guide services, tourist guides must obtain the decision of the competent office approving the performance of tourist guide services.

(2) The approval decision referred to in paragraph 1 of this Article shall be issued by the competent office to which the tourist guide submitted his application, providing the tourist guide meets the following conditions:

1. has at least high school education,
2. has passed the certification exam for tourist guides,
3. has knowledge of the language to be used in the performance of tourist guide services of level B2 pursuant to the levels stipulated in the Common European Framework of Reference for Languages, in comprehension and speech, and have sufficient command of the Croatian language to enable him to perform the services of a tourist guide.

(3) The enforceable decision approving the performance of tourist guide services shall be entered into the Central Registry.

(4) The competent office shall forward the enforceable decision approving the performance of tourist guide services to the local competent Tourism Inspection Office and to the competent regional branch office of the Tax Administration and the Customs Administration with the Ministry of Finance.

(5) An appeal against the decision referred to in paragraph 1 of this Article may be filed with the Ministry.

### **Content of the decision**

#### **Article 74**

The approval decision referred to in Article 73, paragraph 1 of this Act shall include:

1. name and surname, tax ID no., date and place of birth and the address of the tourist guide,
2. indication that the general and special part/special parts of the certification exam for protected sites (localities) by counties for which the certification exam was passed, have been passed,

3. the language in which tourist guide services shall be provided.

### **The obligations of tourist guides**

#### **Article 75**

- (1) Tourist guides shall provide tourist guide services in accordance with the approval issued.
- (2) Tourist guides shall issue invoices to service users if the performance of the service is not organised by a tourist agency or if the invoice is not issued by the tourist guide association of which he is a member.
- (3) During service performance, tourist guides shall prominently display their tourist guide identity cards indicating their professional capacity.
- (4) The minister shall proscribe the form and content of the tourist guide identity card and the manner of its issuance and use, by an ordinance.

### **Honorary tourist guides**

#### **Article 76**

- (1) Distinguished scientists and experts may, at their request, be granted the capacity of honorary tourist guides in their field of narrow specialisation.
- 2) Honorary tourist guides may perform the activities of guide only occasionally.
- (3) The minister shall establish the recognition of the capacity of honorary tourist guide by a decision.
- (4) An appeal is not permissible against the decision referred to in paragraph 3 of this Article, but an administrative dispute may be initiated against it.
- (5) The enforceable decision referred to in paragraph 1 of this Article shall be entered into the Central Registry.

### **Mandatory use of authorized tourist guides**

#### **Article 77**

Tourist agencies and other users of tourist guide services shall use the services of authorized tourist guides for the provision of tourist guide services.

### **Mediation in tourist guide services by tourist guide associations**

#### **Article 78**

Tourist guide associations may, in their name and in the name and on behalf of their members, act as mediators in the provision of tourist guide services, subject to the issuance of an invoice to the user of the service.

## **TITLE II**

### **TOURIST ESCORTS, ENTERTAINMENT ORGANISERS AND AGENCY REPRESENTATIVES**

**Tourist escorts**  
**Article 79**

- (1) Tourist escort is a person who performs operative and technical activities in guiding and escorting tourists during trips.
- (2) Tourist escort is a citizen of the Republic of Croatia, citizen of another Member State of the Agreement on the European Economic Area or the Swiss Confederation who meets the requirements for tourist escorts laid down by this Act.
- (3) Tourist escorts are required to have at least high school education.
- (4) During service provision, tourist escorts must wear the "tourist escort" identification card with their name and surname, at an easily visible position.
- (5) Where excursions or field trips are organised for pupils or students, teacher and/or professor and/or employee of the higher education institution and/or another education professional assigned to this task by the educational institution or higher education institution, shall be considered to be the tourist escort.

**Entertainment organisers**  
**Article 80**

Entertainment organisers are persons who develop and carry out programmes for the leisure time of tourists in terms of recreational activities and entertainment.

**Agency representatives and tourist agency representation contracts**  
**Article 81**

- (1) Agency representative is a person who represents the tourist agency that organised the trip (package trip) before service providers and clients at the destination.
- (2) A tourist agency representation contract with an agency representative may be concluded either by a tourist agency organising packages or another tourist agency at the request of the tourist agency organising the package.
- (3) The tourist agency that has concluded the tourist agency representation contract with an agency representative shall notify the service provider in writing about the agency representative, his powers and all resulting changes.

**Powers and duties of agency representatives**  
**Article 82**

- (1) The powers and duties of agency representatives are:

1. to protect the interests and rights of travellers and organisers of the trip before service providers,



2. to provide information and instructions to travellers in connection with the implementation of the itinerary and additional services,

3. to obtain additional services for package users (excursions, cultural and sporting events, and the like) foreseen in the determined itinerary, on behalf and for the account of the organiser of the trip according to the powers conferred upon them,

4. to perform other activities necessary for the protection of the interests of the travellers and trip organisers.

(2) During service provision, agency representatives shall have in their possession the contract or copy of the contract as stipulated in Article 81, paragraph 2 of this Act.

## **PART VI**

### **TOURISM SERVICES IN SPECIAL FORMS OF THE TOURISM OFFER**

#### **Tourism services in special forms of the tourism offer**

##### **Article 83**

Tourism services in special forms of the tourism offer within the meaning of this Act shall be: tourism services in nautical tourism, tourism services in health tourism, tourism services in congress tourism, tourism services of active and adventure tourism, tourism services of fishing tourism, tourism services on agricultural farms, at aquatic organism breeding sites, hunting grounds and privately owned forests, vehicle rental services (rent-a-car) and tourist diving services.

#### **TITLE I**

### **TOURISM SERVICES IN NAUTICAL TOURISM**

#### **The definition of nautical tourism**

##### **Article 84**

Nautical tourism means the navigation and stay of tourists-sailors on vessels (yachts, recreational small crafts and boats) for both personal use or commercial activities, as well as their stay in ports of nautical tourism and nautical part of ports open to the public, for the purpose of rest, recreation and cruising.

#### **Tourism services in nautical tourism**

##### **Article 85**

Tourism services in nautical tourism are:

1. berth use services, reception and accommodation of vessels bearing tourists-sailors or free of tourists-sailors,

2. charter services - use of manned or unmanned vessels, with or without accommodation and/or meals, for purposes of rest, recreation and cruising of sailors,

3. organisation of package trips or excursions on vessels of nautical tourism,
4. accommodation, safeguarding and maintenance of vessels at berth in sea and at dry dock,
5. vessel equipping and preparation,
6. other services for the purposes of nautical tourism.

**Ports of nautical tourism and other facilities at which services in  
nautical tourism are provided**

**Article 86**

(1) Nautical tourism services shall be provided in ports of nautical tourism - marinas (hereinafter: marinas) and at other facilities for the provision of vessel berthing and accommodation services - nautical anchorage, dry marina, dry storage (hereinafter: other facilities for the provision of vessel berthing and accommodation services), in nautical parts of ports open to the public and vessels of nautical tourism.

(2) Marinas, other facilities for the provision of vessel berthing and accommodation services and vessels of nautical tourism shall be divided into classes, with the class of marinas subject to additional categorisation.

(3) The facilities referred to in paragraph 2 of this Article shall meet the minimum conditions for their individual classes and marinas conditions for their class and category.

(4) The minister shall proscribe, by an ordinance, after having obtained the opinion of the minister in charge of maritime affairs, the minimum conditions and categories of marinas, classes and minimum conditions for other facilities for the provision of vessel berthing and accommodation services, as well as the requirements to be met, depending on the services provided, classes and minimum conditions for vessels of nautical tourism and the manner of marina categorisation, and the minimum conditions for fishing vessels as vessels of nautical tourism, upon obtaining prior opinion of the minister competent for fishing.

**Decision on the provision of services in nautical tourism**

**Article 87**

(1) Legal and natural persons referred to in Article 5, paragraph 1 of this Act and public institutions managing protected areas of nature may provide tourism services in marinas and other facilities for the provision of vessel berthing and accommodation services, as well as on vessels of nautical tourism, provided they obtain a decision confirming that the conditions for the provision of such services laid down by this Act and regulations adopted pursuant to this Act, as well as other conditions laid down by other regulations, without which the decision on the fulfilment of conditions for the performance of the activity may not be issued under such regulations, have been met.

(2) The Ministry shall, at the request of a legal or natural person referred to in paragraph 1 of this Article, establish by a decision that the minimum conditions and the conditions for the marina category have been met.

(3) At the request of the legal or natural person referred to in paragraph 1 of this Article, the competent office by the place of service provision shall establish by a decision that the minimum conditions for other facilities for the provision of berthing and accommodation services for vessels of nautical tourism have been met.

(4) Competent offices referred to in paragraphs 2 and 3 of this Article may issue the decision referred to in paragraph 1 of this Article to legal or natural persons referred to in paragraph 1 of this Article, who have the concession to use a marina or other facilities for the provision of berthing and accommodation services for vessels of nautical tourism, provided such concession is required under the special regulations governing concessions at maritime demesne.

(5) At the request of the legal or natural person referred to in paragraph 1 of this Article, the competent office according to the place of registration of the vessel or place of service provision shall confirm by a decision that the conditions for the class of the vessel of nautical tourism have been met.

(6) The enforceable decisions referred to in paragraphs 2 , 3 and 5 of this Article, shall be submitted to the locally competent Tourism Inspection office and to the locally competent office of the Tax Administration and the Customs Administration of the Ministry of Finance.

(7) The enforceable decisions referred to in paragraphs 2 , 3 and 5 of this Article shall be entered into the Central Registry.

(8) The expenses of the procedure referred to in paragraphs 2, 3 and 5 of this Article shall be met by the applicant.

(9) An appeal against the decision referred to in paragraphs 3 and 5 of this Article may be filed with the Ministry.

(10) An appeal is not permissible against the decision referred to in paragraph 2 of this Article, but an administrative dispute may be initiated against it.

(11) Legal and natural persons referred to in paragraph 1 of this Article may provide services referred to in Article 85, item 2 of this Act without obtaining the decision stipulated in paragraph 1 of this Article, if they meet the conditions proscribed by the special maritime regulation establishing the conditions for the performance of activity of rental of manned or unmanned vessels and the provision of the service of guest accommodation on board vessels.

**The issuance of the decision on the provision of services in nautical tourism  
in special cases of continued service provision  
Article 88**

(1) If it is established in the administrative proceedings for the issuance of the decision referred to in Article 87, paragraphs 2, 3 and 5 of this Act that services in nautical tourism have previously been provided in other facility for the provision of berthing and accommodation services for vessels of nautical tourism, i.e. on a vessel of nautical tourism, based on the decision of the competent bodies, the proceedings shall not establish whether the minimum conditions and conditions for the marina category, minimum conditions for the facility for the provision of berthing and accommodation

services for vessels of nautical tourism, i.e. minimum conditions for the class of vessel of nautical tourism have been met, provided that the new service provider continues to provide services in the same class and category, that the proscribed class and category conditions have not been modified in the meantime and that there have been no significant changes with respect to the fulfilment of the proscribed conditions for the design, furnishing and equipment for their class and category.

(2) In the case referred to in paragraph 1 of this Article, the applicant shall complete the application with a declaration that there have been no significant changes of relevance for the fulfilment of the proscribed conditions for the design, furnishing and equipment for marinas of their class and category, conditions for the class of other facility for the provision of berthing and accommodation services for vessels of nautical tourism, i.e. for the class of vessel of nautical tourism.

### **Cessation of validity of the decision on the provision of services in nautical tourism**

#### **Article 89**

(1) The decision referred to in Article 87, paragraphs 2 and 3 of this Act shall be rescinded by a decision in case of deregistration of business, as of the date stated in the deregistration application or as of the date of submitting of the deregistration application to the competent office if the deregistration application states a past date or due to concession expiry, where concession is required for the provision of services.

(2) The decision referred to in Article 87, paragraph 5 of this Act shall be rescinded by a decision in case of deregistration of business, as of the date stated in the deregistration application or as of the date of submitting of the deregistration application to the competent office if the deregistration application states a past date.

(3) The decisions referred to in paragraphs 1 and 2 of this Article shall be adopted by the Ministry, i.e. the competent office and upon becoming enforceable, entered into the Central Registry and submitted to the local competent Tourism Inspection Office and to the local competent office of the Tax Administration and the Customs Administration of the Ministry of Finance.

(4) An appeal against the decision referred to in paragraph 3 of this Article brought by the competent office may be filed with the Ministry.

(5) An appeal against the decision referred to in paragraph 3 of this Article brought by the Ministry is not permissible, but an administrative dispute may be initiated against it.

## **TITLE II**

### **TOURISM SERVICES IN HEALTH TOURISM**

#### **Types of tourism services in health tourism**

##### **Article 90**

(1) Tourism services in health tourism shall be considered to mean the services of organising transport, tourist transfer and accommodation, as individual services or as an organised trip, provided to the users of health services in health tourism.

(2) The tourism services referred to in paragraph 1 of this Article may be provided by medical institutions, healthcare companies and healthcare professionals, in compliance with the special regulations governing healthcare, to users of their medical services, without having to open a tourist agency, but under the conditions proscribed for the provision of tourist agency services, with the application of Article 16 and Articles 20 -60 of this Act.

### **TITLE III**

#### **TOURISM SERVICES IN CONGRESS TOURISM**

##### **Definition and providers of tourism services in congress tourism**

##### **Article 91**

(1) Tourism services in congress tourism shall mean the services of devising conceptual solutions, planning, counselling, promotion, registration of participants, content and technical organisation and execution of conferences and events, if they simultaneously include the offering of accommodation, transport, tourist transfer, excursion and other services in tourism to the participants of such conferences and events, and any persons accompanying them.

(2) The services referred to in paragraph 1 of this Article may be provided exclusively by tourist agencies and public institutions managing protected areas pursuant to the conditions proscribed by this Act.

(3) By way of derogation from paragraph 2 of this Article, the services of technical organisation and execution of conferences and events including accommodation services may also be provided by hospitality and catering service providers in their business premises.

(4) Organisers of congresses, events or similar gatherings may, without having to hire the services of tourist agencies, organise the transportation, accommodation and meals for participants, providing that their participation costs are paid by the organiser, or from sponsorships, donations and similar, without charging participation fees or any other fees for their participation.

(5) The participants of congresses, events or similar gatherings referred to in paragraph 4 of this Article may not meet their participation costs through personal sponsorships, donations or similar.

(6) The provision of services in congress tourism shall not include the organisation of congresses, events or similar gatherings which do not include the offering of accommodation, transport, tourist transfer, excursion and other tourism services to participants of conferences and events and any persons accompanying them.

### **TITLE IV**

#### **TOURISM SERVICES OF ACTIVE AND ADVENTURE TOURISM**

##### **Definition of tourism services of active and adventure tourism**

##### **Article 92**

(1) Tourism services of active and adventure tourism shall mean the activities on land, water and air, outdoors or in undeveloped natural environment or in specially developed and equipped areas

which, due to their particular characteristics, involve the risk of injury and the consequences thereof for their users.

(2) Tourism services of active and adventure tourism referred to in paragraph 1 of this Article may be provided by legal and natural persons referred to in Article 5, paragraph 1 and paragraph 2, items 1, 6 and 7 of this Act.

(3) The list of activities which are considered tourism services of active and adventure tourism within the meaning of this Act shall be composed by the Croatian Chamber of Commerce in the framework of the Adventure Tourism Association and published on its website.

(4) The list referred to in paragraph 3 of this Article may be complemented.

### **Conditions for the provision of tourism services of active and adventure tourism**

#### **Article 93**

(1) Providers of tourism service referred to in Article 92, paragraph 1 of this Act shall:

1. maintain the suitable equipment for the provision of the said service, with the declaration of authorized manufacturers or certificated in compliance with applicable standards, in proper working order,

2. use the equipment in compliance with the manufacturer's instructions,

3. when offering the service, indicate which personal equipment required for the safe realization of activities is expected to be provided by the user, and which by the service provider as part of the service price,

4. prior to the commencement of service provision, inform the user in writing and orally of the types of risks connected with service provision, the proper use of the equipment, risk assessment and aversion plans and procedures,

5. insure service users against the consequences of accidents and put at their disposal information concerning the terms and conditions of policies concluded with an insurer in the Republic of Croatia or a Member State of the European Economic Area or the Swiss Confederation,

6. hire a person for the provision of the service who has the relevant Croatian or foreign certificate establishing such person's competence for and the level of skill in the performance of activities referred to in Article 92, paragraph 1 of this Act,

7. fulfil the special conditions as stipulated in paragraph 2 of this Article.

(2) Special conditions for the performance of individual active or adventure tourism activities, as well as for the organisation of events including such activities shall be proscribed.

(3) The special conditions stipulated in paragraph 2 of this Article may also be applied to the scope and level of competency of persons providing services, means of communication, equipment, first

aid kits, the presence of paramedics depending on the number of participants, the presence of the competent rescue service depending on risk assessment and similar.

(4) The expert panel of the Croatian Chamber of Commerce, appointed by the minister, shall decide which attestation or certificate shall be required for the performance of individual activities stipulated in Article 92, paragraph 1 of this Act, as well as the special conditions for the performance of individual activities of active or adventure tourism and for the organisation of events involving such activities.

(5) The list of applicable attestations and certificates and the conditions for the performance of individual activities of active or adventure tourism and for the organisation of events involving such activities, shall be published on the websites of the Croatian Chamber of Commerce and the Ministry. The list of applicable attestations and certificates may be complemented.

(6) The list referred to in paragraph 5 of this Article shall also include approvals for the execution of individual specialist training programs in active or adventure tourism, like the approval for the execution of mountain guide training and similar, approved by the competent governmental bodies, i.e. institutions in the Republic of Croatia or another state.

(7) The expert panel referred to in paragraph 4 of this Article shall be composed of seven members as follows: two proposed by the Croatian Chamber of Commerce, and one member at the proposal of each - the Croatian Chamber of Trades and Crafts, the Croatian Mountain Rescue Service, central state administration body competent for sports, central state administration body competent for education and the Ministry, and may, where applicable, include independent experts for individual activities of active and adventure tourism in its work.

(8) Where activities of active and adventure tourism are conducted in mountains and in inaccessible terrain, the organiser and/or persons engaging in such activities shall make a risk assessment, develop risk aversion plans and procedures for each activity type and location at which services are to be provided.

(9) Service providers may refuse to provide the service referred to in Article 92, paragraph 1 of this Act to minors, as well as to other persons for which it is established by the risk assessment stipulated in paragraph 8 of this Article that engaging in such activities by such persons would be risky, or if the user does not have the appropriate equipment which he was required to provide in keeping with prior notification referred to in paragraph 1, item 3 of this Article.

## **TITLE V**

### **TOURISM SERVICES ON AGRICULTURAL FARMS, AQUATIC ORGANISM BREEDING SITES, HUNTING GROUNDS, PRIVATELY OWNED FORESTS AND FISHING TOURISM**

#### **Conditions for the provision of tourism services on agricultural farms, aquatic organism breeding sites, hunting grounds, privately owned forests and fishing tourism**

##### **Article 94**

(1) Tourism services for tourist rest and recreation purposes may be provided on agricultural farms, aquatic organism breeding sites, waters, hunting grounds and privately owned forests entered into

the registry in compliance with the regulations from the area of agriculture, aquaculture, fishing and forestry.

(2) The tourism services referred to in paragraph 1 of this Article are agricultural, forestry, fishing, educational and similar activities:

- facilitating participation in agricultural activities like:  
fruit and vegetable picking, harvest and similar
- facilitating participation in aquacultural activities like:  
aquatic organism feeding, cleaning breeding installations, harvesting aquatic organisms, presentation of the aquatic organism breeding process and similar
- hunting, fishing and hunting and fishing presentations
- horse carriage, bicycle and horseback riding, hiking and similar activities
- the activities of active or adventure tourism
- rental of premises, means, implements and equipment for individual activities
- rental of excursion and picnic grounds
- execution of creative and educational workshop programs relating to agriculture, aquaculture, traditional arts and trades and similar
- presentation of agricultural farms, hunting grounds and forests, including any cultural sights thereon
- visits to ethnographic collections and similar.

(3) Excursion and tourist transfer services may be provided on agricultural farms to the users of accommodation services in accordance with the act regulating the provision of such services, provided the conditions for tourist agencies stipulated in Articles 23 and 24 of this Act are met.

(4) The tourism services referred to in paragraph 3 of this Article may be provided to maximum 50 tourists at the same time.

(5) The tourism services referred to in paragraph 2, subparagraph 5 of this Article may be provided under conditions proscribed by Article 93, paragraph 1 of this Act.

## **TITLE VI**

### **VEHICLE RENTAL SERVICES (RENT-A-CAR)**

#### **Definition, providers and conditions for the provision of vehicle rental services (rent-a-car)**

##### **Article 95**



(1) Rent-a-car is the service of rental of passenger vehicles without drivers, provided by legal and natural persons registered for the provision of this service.

(2) Rent-a-car services may be provided by legal and natural persons stipulated in Article 5, paragraph 1 of this Act, pursuant to conditions proscribed by this Act and special regulations governing the safety of road traffic.

(3) The providers of services referred to in paragraph 2 of this Article shall:

1. have a registered vehicle rental (rent-a-car) company,
2. have all vehicles registered and insured pursuant to special regulations governing registration and insurance, including the driver and traveller accident insurance, at the time of rental of vehicles without drivers,
3. have at least one business premise, which may be: a branch office furnished and equipped for the reception of travellers, a kiosk in which or from which services are provided or business premises from which services are provided (ticket-office) or a booth if situated in facilities intended to be used for commercial activities, hotels, fair grounds, train or bus stations or terminals used for the provision of public land, sea or air transportation services and similar,
4. have ensured parking places for the handover of vehicles,
5. conclude a vehicle rental contract with the traveller, which shall contain details on the service provider and service user, the rented vehicle, anticipated duration of rental, rights and obligations of parties,
6. inform the traveller of the general conditions for vehicle rental and put them at the disposal of the traveller in written form, in Croatian and/or English language.

## **TITLE VII TOURIST DIVING SERVICES**

### **Definition, services, providers and conditions for the provision of tourist diving services Article 96**

(1) Tourist diving is diving intended for the recreation of and seabed sightseeing by tourist divers.

(2) Tourist diving services are:

1. organised diving,
2. guided diving,
3. organised test dives and diving courses,
4. transportation of tourist divers to diving sites,

5. receipt, safekeeping and maintenance of the tourists' diving equipment,
6. rental of diving equipment (equipment facilitating underwater breathing, diving suits and similar),
7. filling pressurized tanks containing breathing gases for tourists' needs,
8. other similar services for tourists' needs.

(3) Tourist diving services may be provided by legal and natural persons stipulated in Article 5, paragraph 1 of this Act and public institutions managing protected areas on their territory, who are registered for the performance of underwater activities, pursuant to conditions proscribed by this Act and other special regulations governing the performance of underwater activities.

(4) The provisions of Article 93 of this Act shall apply, as appropriate, to the provision of tourist diving services referred to in paragraph 2, items 1-4 of this Article.

(5) Service providers may provide tourist diving services referred to in paragraph 2, items 1 and 2 of this Article, to persons who have successfully completed a diving course. The type of diving service allowed to be provided to the service user shall depend on the type of the completed diving course.

## **PART VII**

### **SERVICES OF RENTAL OF SPORTS AND RECREATIONAL EQUIPMENT TO TOURISTS**

#### **Services of rental of sports and recreational equipment to tourists and obligations of service providers**

##### **Article 97**

(1) Services of rental of sports and recreational gear and equipment to tourists within the meaning of this Act are the rental of beach canoes, windsurfing boards, water bicycles, parasols, deck chairs and similar.

(2) The services referred to in paragraph 1 of this Article may be provided by legal or natural persons stipulated in Article 5, paragraph 1 and paragraph 2, items 1 and 6 of this Act.

(3) The providers of services referred to in paragraph 1 of this Article shall insure service users against accidents, by concluding a contract with an insurer in the Republic of Croatia or a Member State of the European Economic Area or the Swiss Confederation.

## **PART VIII**

### **CENTRAL CONTACT POINT AND ADMINISTRATIVE COOPERATION**

#### **Central contact point for administrative cooperation**

##### **Article 98**

(1) For purposes of this Act, the central contact point for administrative cooperation (hereinafter: Central contact point) with central contact points of other Member States of the Agreement on European Economic Area, shall be established in the Ministry.

(2) The Central contact point shall make available to the contact points of other Member States of the Agreement on the European Economic Area all information required for legal protection in case of insolvency and information on the identity of insurance providers providing insolvency security for trip organisers established on the territory of the Republic of Croatia.

(3) The Central contact point shall make available to the contact points of other Member States of the Agreement on the European Economic Area the list of trip organisers compliant with their insolvency protection obligations, entered as such in the Central Registry. The lists shall be publicly available on the website of the Central contact point.

(4) The Central contact point shall forward requests for information to clarify whether an organiser established in another Member State of the Agreement on European Economic Area, who sells or offers packages for sale or directs such activities to the market of the Republic of Croatia in any other way, has met his insolvency protection obligations.

### **Administrative cooperation**

#### **Article 99**

(1) If the Ministry has doubts about an organiser's insolvency security, it shall seek clarification from another Member State of the Agreement on European Economic Area which is the state of the organiser's establishment.

(2) If the Ministry receives a request for information from the central contact point of another Member State of the Agreement on the European Economic Area regarding the insolvency security provided by an organiser established in the Republic of Croatia, it shall respond to such request as quickly as possible, taking into account the urgency and complexity of the matter, at the latest within 15 working days from receiving the request.

## **PART IX**

### **PROTECTION OF TRAVELLERS' RIGHTS**

#### **Out of court settlement of disputes**

##### **Article 100**

In all disputes between a consumer on the one hand and a tourist agency-trader or another provider of services regulated by the provisions of this Act on the other, the consumer may file a proposal for the initiation of the dispute resolution procedure before the competent body for alternative consumer dispute resolution, pursuant to the special act regulating alternative consumer dispute resolution.

## **PART X**

### **SUPERVISION**

#### **Authority to conduct administrative supervision and inspection**

##### **Article 101**

(1) Administrative supervision over the implementation of this Act and regulations adopted on the basis thereof shall be conducted by the Ministry.

(2) Inspection of the implementation of this Act and regulations adopted on the basis thereof, as well as of individual documents, conditions and manners of operation of the legal and natural persons under supervision shall be conducted by the competent tourism inspectors in compliance with this Act.

### **Powers and duties of tourism inspectors**

#### **Article 102**

(1) Tourism inspectors shall not file a motion to indict, i.e. issue a misdemeanour warrant or charge a fine at the location of the offence if:

- the legal or natural person under supervision remedies the defects and irregularities established during inspection or prior to the adoption of the decision, as established by the tourism inspector in the record,

- the decision on the irregularities established was brought, and the person under supervision has complied with the enforceable decision of the tourism inspector,

- the person under supervision undertakes, by making a statement into the record, to remedy within a specific time period, the defects and irregularities established during inspection for which no administrative measure was adopted, but for which the tourism inspector found that the offence had been committed.

(2) For purposes of fulfilment of obligations stipulated to in paragraph 1, subparagraph 3 of this Article, the tourism inspector shall issue a written order to the person under inspection in the framework of the inspection record, which order shall clearly state the obligation and the deadline for the execution thereof, depending on the nature of the obligation.

(3) Where the person under inspection fails to act in the manner described in paragraph 1, subparagraphs 1 and 2 of this Article, i.e. fails to meet his obligation within the period specified in the order referred to in paragraph 2 of this Article, the tourism inspector shall, without delay, but no later than 15 days following the completion of inspection, i.e. after the date of performance of control of the execution of the decision establishing the party's failure to comply with the decision or to comply within the specified period for the fulfilment of the obligations indicated in the order, file a motion to indict to initiate misdemeanour proceedings or issue a misdemeanour warrant or charge a fine at the location of the offence.

(4) By way of derogation from the provisions of this Article, the tourism inspector shall, without delay, but no later than 15 days following the completion of inspection, file a motion to indict to initiate misdemeanour proceedings, or issue a misdemeanour warrant or charge a fine at the location of the offence in all cases where administrative measure of prohibition is proscribed, where offences stipulated in Article 107, paragraph 1, Article 108, paragraph 1, item 8, Article 109, paragraph 1, items 1, 3 and 7, Article 110, paragraph 1, items 1, 2 and 3 and Article 111, paragraph 1, items 1 -5 of this Act have been found to have been committed, as well as in all cases of the recurrence of the same offence.

**Prohibition of provision of package trip and linked travel arrangement services**  
**Article 103**

(1) Where it is established by inspection in the area of provision of tourism services that a person required to provide insolvency security does not have the insolvency security stipulated in Articles 50-52 and Article 55 of this Act, tourism inspector shall bring a decision prohibiting such a person to organise, offer and sell packages and/or linked travel arrangements until the irregularities giving rise to such prohibition are remedied.

(2) Appeal against the decision referred to in paragraph 1 of this Article shall be filed with the Ministry and resolved by the Appeals Committee with the Ministry, organised in accordance with the regulation governing tourism inspection.

(3) Appeal against the decision referred to in paragraph 1 of this Article shall not delay the enforcement of the decision.

**Prohibition to provide tourist guide services**  
**Article 104**

(1) During the performance of inspection in the area of provision of tourism services, the tourism inspector shall prohibit the provision of tourist guide services by an oral decision if:

- a natural person provides tourist guide services contrary to the decision of the competent office, issued on the basis of Article 73 of this Act,

- a natural person who is a citizen of a country which is not a Member State of the Agreement on European Economic Area or the Swiss Confederation provides tourist guide services, contrary to the provision of Article 69, paragraph 3 of this Act,

- a natural person who is a citizen of another Member State of the Agreement on European Economic Area or the Swiss Confederation temporarily and occasionally provides tourist guide services on the territory of the Republic of Croatia, contrary to special regulations governing the recognition of foreign professional qualifications for the provision of tourist guide services,

- a natural person who is a citizen of another Member State of the Agreement on European Economic Area or the Swiss Confederation temporarily and occasionally provides tourist guide services at or in protected sites (localities), contrary to the provision of Article 70, paragraph 3 of this Act,

- a natural person provides the services of an honorary tourist guide contrary to the decision of the Ministry, issued on the basis of Article 76 of this Act.

(2) The prohibition of provision of tourist guide services stipulated in paragraph 1 of this Article shall be applicable until the established irregularities are remedied.

(3) The decision referred to in paragraph 1 of this Article shall be delivered to the party in written form, no later than eight days following its adoption.

(4) Appeals against the decision referred to in paragraph 1 of this Article shall be filed with the Ministry and resolved by the Appeals Committee with the Ministry, organised in accordance with the regulation governing tourism inspection.

(5) Appeal against the decision referred to in paragraph 1 of this Article shall not delay the enforcement of the decision.

### **Prohibition of continued provision of tourism services**

#### **Article 105**

(1) Where it is established by inspection in the area of provision of tourism services that tourism services are being provided contrary to the issued decision of the competent office, i.e. the Ministry, the tourism inspector shall, following the completion of inspection and based on the established facts decisive for the adoption of the decision, adopt and deliver to the party a decision prohibiting the legal or natural person to provide tourism services in the part in which they are provided contrary to the decision of the competent office, i.e. the Ministry, issued on the basis of Articles 87 and 88 of this Act, until the established irregularities are remedied.

(2) Exceptionally, in case of the tourist inspector being prevented from doing so for objective reasons, the tourist inspector shall adopt and deliver to the client the decision referred to in paragraph 1 of this Article on the first workday after the cessation of circumstances preventing the inspector from adopting and delivering the decision.

(3) Appeal against the decision referred to in paragraph 1 of this Article shall not delay the enforcement of the decision.

(4) Appeal against the decision referred to in paragraph 1 of this Article shall be filed with the Ministry and resolved by the Appeals Committee with the Ministry, organised in accordance with the regulation governing tourism inspection.

(5) If the legal or physical person remedied the irregularities established in the decision referred to in paragraph 1 of this Article or the obligation of enforcement of the decision ceases for another reason, the tourism inspector shall, by official duty, indicate in the decision enforcement control record that the decision was enforced.

### **Remedying the established defects and irregularities**

#### **Article 106**

(1) If business or other premises, vessel, marina or other facility for the provision of berthing and accommodation services for vessels, devices or equipment in or using which tourism services are provided do not meet the conditions proscribed by this Act and regulations adopted on the basis thereof, the tourism inspector shall bring a decision ordering that the established defects and irregularities be remedied, and setting the deadline for their remediation.

(2) The tourism inspector shall not adopt the decision referred to in paragraph 1 of this Article if the established deficiencies and irregularities are remedied during inspection, which the inspector shall establish and indicate in the record.

(3) If the deficiencies and irregularities referred to in paragraph 1 of this Article are not remedied within the established deadline, the tourism inspector shall adopt a decision prohibiting the provision of tourism services in the business or other premises, vessel, marina or other facility for the provision of vessel berthing and accommodation services or the provision of services using devices or equipment found to have any deficiencies or irregularities, until the established deficiencies and irregularities are remedied.

(4) Appeal against the decision referred to in paragraph 3 of this Article shall be filed with the Ministry and resolved by the Appeals Committee with the Ministry, organised in accordance with the regulation governing tourism inspection.

(5) If the legal or natural person remedied the irregularities established in the decision referred to in paragraph 1 of this Article or the obligation of enforcement of the decision ceases for another reason, the tourist inspector shall, by official duty, indicate in the decision enforcement control record that the decision was enforced.

## **PART XI PENAL PROVISIONS**

### **Article 107**

(1) A misdemeanour fine in the amount ranging from HRK 5,000.00-10,000.00 shall be imposed on the legal or natural person-craftsman and trader if:

1. in his capacity of package trip organiser or trader, before the traveller is bound by any package travel contract or a corresponding offer, such person fails to provide to the traveller the requisite standard information and information relevant for the package in accordance with Article 29, paragraphs 1 and 2 of this Act (Article 29, paragraphs 1 and 2),

2. with reference to packages as defined in Article 7, item 2, subitem b), subsubitem 5 of this Act, in his capacity of organiser and trader to whom data (traveller's name, payment details and e-mail) have been forwarded, such person fails to provide to the traveller information stipulated in Article 29, paragraph 1 of this Act, if they are relevant for the corresponding travel services offered (Article 29, paragraph 3),

3. in his capacity of mediator in the conclusion of a package travel contract for a package organised by a tourist agency which is not established in the Republic of Croatia, in promotional materials and on his website, such person fails to indicate his capacity and authorities, or fails to publish the general terms and conditions of the tourist agency-organiser and the rights and obligations of the tourist agency and the service user in Croatian language (Article 29, paragraph 4),

4. such person fails to provide to the traveller information stipulated in Article 29, paragraphs 1-4 of this Act in a clear, comprehensible and prominent manner, or if such information are not provided in written form, are not legible or not written in Croatian language (Article 29, paragraph 5),

5. information provided to the traveller pursuant to Article 29, paragraph 1, items a), c), d), e) and g) of this Act are not a constituent part of the package travel contract or if in his capacity of package organiser or trader he alters these information without the express consent of the traveller, or if in

his capacity of organiser, or where appropriate, the trader, he fails to present to the traveller, in a clear, comprehensible and prominent manner, prior to the conclusion of the package travel contract, all changes made to pre-contractual information Article 30, paragraphs 1 and 2),

6. a package travel contract is not composed in a clear and comprehensible language, and is not legible if in written form (Article 31, paragraph 1),

7. the organiser and, where applicable, the trader or retailer, sells or offers packages for sale on the territory of the Republic of Croatia, and fails to compose the package travel contract in Croatian language or if the contract is not legible if in written form (Article 31, paragraph 2),

8. the package trip organiser or trader fails to hand over to the traveller a copy or confirmation of the contract pursuant to Article 31, paragraphs 4 and 6 of this Act (Article 31, paragraphs 4 and 6),

9. package travel contract or confirmation of such contract does not contain all information stipulated in Article 32, paragraphs 1 and 2 of this Act or if information proscribed by paragraphs 1 -3 of that same Article are not provided in clear, comprehensible and prominent manner (Article 32, paragraphs 1 -4),

10. in his capacity of package trip organiser, such person fails to hand over to the traveller, prior to the commencement of the package, receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival (Article 32, paragraph 5),

11. in his capacity of package trip organiser, such person raises the contracted price after the conclusion of the package travel contract, if the contract does not provide for the possibility of the package price increase, nor the right of the traveller to a price reduction, nor the manner of price revision calculation, or fails to inform the traveller of the price increase in a clear and comprehensible manner on a durable medium, no later than 20 days prior to the commencement of the package (Article 35, paragraphs 1 and 3),

12. in his capacity of package trip organiser, such person unilaterally modifies the conditions of the package travel contract prior to the commencement of the package, contrary to the provisions of Article 36, paragraphs 1 and 5 of this Act, or fails to provide to the traveller information stipulated in Article 36, paragraph 4 of this Act (Article 36, paragraphs 1, 4 and 5) on a durable medium, in a clear, comprehensible and prominent manner,

13. if where the traveller realizes his right to unilateral contract termination pursuant to Article 36, paragraph 2, item b) of this Act, without consenting to a replacement package, the organiser fails to refund to the traveller all payments made by or on behalf of the traveller under the contract (Article 36, paragraph 8) without delay, but no later than within 14 days after receiving the termination notice from the traveller,

14. the organiser terminates the package travel contract in accordance with Article 38, paragraph 1 of this Act, but fails to inform the traveller thereof within the period indicated in the contract or no later than by the deadlines stipulated in paragraph 1, items 1 -3 of the same Article, or if in the event of such termination of the package travel contract he fails to refund to the traveller all payments made by or on behalf of the traveller in full, no later than within 14 days from contract termination,



(Article 38, paragraphs 1 and 3),

15. if in case a significant part of the travel services can not be provided as agreed in the package travel contract, the organiser of the package fails to offer to the traveller, at no additional expense to the traveller, corresponding alternative trips, where possible, of equal or higher quality than those stipulated in the contract, to allow the traveller to continue using the package, including if the return of the traveller to the place of departure is not provided as agreed (Article 41, paragraph 1),

16. if as the trader of the package from whom the package was purchased, such person refuses to take messages, accept direct requests or complaints of the traveller relating to the performance of the package or fails to forward them to the organiser without undue delay (Article 48, paragraph 1),

17. the package trip organiser fails to provide appropriate assistance to the traveller in difficulty without undue delay, and inter alia in the extraordinary circumstances referred to in Article 42, paragraph 1 of this Act, and fails to provide to the traveller appropriate information about services, local bodies and consular assistance, or fails to assist the traveller to establish distant communication and make alternative travel arrangements (Article 49, paragraph 1),

18. the package trip organiser fails to deposit, in accordance with Article 50, paragraphs 1 and 4 of this Act, insolvency security with an insurance company or bank in the Republic of Croatia or another Member State of the European Economic Area, for purposes of refund to the traveller all payments made by or on behalf of the traveller in connection with the package travel contract for the contracted services which have not or will not be provided or will be only partially provided due to the insolvency or bankruptcy of the organiser and the compensation to the traveller of the costs of necessary accommodation, meals and return to the place of departure in Croatia or abroad, as well as of all claims arising in that respect, attributable to the insolvency or bankruptcy, if transportation was included in the package travel contract (Article 50, paragraphs 1 and 4),

19. contract or confirmation referred to in Article 31 of this Act does not contain data stipulated in Article 50, paragraph 5 of this Act (Article 50, paragraph 5),

20. fails to ensure that the insolvency security is effective and covers the reasonably foreseeable expenses, and that it is effective and sufficient to compensate all claims and costs referred to in Article 50, paragraph 1 of this Act in accordance with Article 51, paragraphs 1 -3 of this Act (Article 51, paragraphs 1-3),

21. in his capacity of package organiser, such person fails to conclude a liability insurance contract with an insurer, covering damage suffered by the traveller due to the non-performance, partial performance or undue performance of obligations relating to the package or if the package travel contract or confirmation of such contract does not contain data on insurance against liability for damage, insured risks stipulated in Article 53, paragraph 1 of this Act, insurer-insurance company with a corresponding tax ID no., e-mail address and telephone number, number of the issued insurance policy and other data required for insurance activation and realization of the right to compensation for damage (Article 53),

22. in his capacity of trip organiser fails to offer to the traveller insurance against accidents and illness during the trip, damage and loss of luggage, voluntary health insurance during the trip and stay abroad, insurance against cancellation of the trip and insurance covering the costs of assistance

and return of the traveller to the place of departure in case of accident and illness, or does not put at his disposal information on the content of such policies and general terms and conditions of the insurance contract (Article 54),

23. in his capacity as trader facilitating linked travel arrangements such person does not deposit an insolvency security with an insurance company or bank in the Republic of Croatia or Member State of European Economic Area sufficient to refund to the traveller all payments made by or on the behalf of the traveller if a travel service forming a part of a linked travel arrangement is not performed due to the insolvency of the trader and to cover the costs of the traveller's repatriation if the trader is the party responsible for traveller transportation (Article 55),

24. in his capacity as trader facilitating linked travel arrangements such person does not state in a clear, comprehensible and prominent manner, prior to the traveller assuming any obligations under any contract resulting in the creation of a linked travel arrangement or a corresponding offer, that the traveller will not be able to benefit from any right applicable exclusively to packages and that each service provide is exclusively responsible for the proper execution of his service in compliance with the contract and that the traveller may benefit from the insolvency security pursuant to Article 55 of this Act (Article 56, paragraphs 1 and 2),

25. in his capacity of package organiser and trader facilitating a linked travel arrangement, before the traveller undertakes to pay for the arrangement, such person fails to indicate in the standard written information provided to the traveller and in statements made in communication with the traveller, in a clear, comprehensible and prominent manner, truthfully and accurately, whether he is offering a package or a linked travel arrangement (Article 60, paragraph 1),

26. organises a trip (package and excursion) on a vessel contrary to Act 61 of this Act (Article 61),

27. provides tourist agency services in a protected area under his management, without meeting the conditions for tourist agencies proscribed by this Act or offers a tourist product without meeting the conditions for tourist agencies proscribed by this Act or offers a tourist product outside the scope of his main line of business (Article 67),

28. provides nautical tourism services, without meeting the proscribed conditions (Article 86, paragraph 3),

29. provides nautical tourism services contrary to the issued decision on the fulfilment of conditions for the performance of business activity (Article 87, paragraph 1),

30. provides tourism services in health tourism without meeting the conditions stipulated in Article 90, paragraph 2 of this Act (Article 90, paragraph 2),

31. provides tourism services in congress tourism without meeting the conditions proscribed for their provision or organises congresses and similar meetings in the framework of his main business activity contrary to the proscribed conditions for the organisation thereof or includes transportation, accommodation, excursion and half/full-board meal costs into the participation fee or organises the transportation, accommodation and meals for participants without hiring a tourist agency, except in the case referred to in Article 91, paragraph 4 of this Act, or allows the participants of a congress or

similar gathering to cover their costs through personal sponsorship, donation or similar (Article 91, paragraphs 2, 5 and 6),

32. provides tourism services of active and adventure tourism without meeting the conditions stipulated in Article 93, paragraph 1, items 4, 5 and 6 of this Act (Article 93, paragraph 1),

33. provides tourism services on an agricultural farm, at aquatic organism breeding sites, waters, hunting grounds or a privately owned forest not covered by Article 94, paragraphs 2 and 3 of this Act, or provides such services to a greater than proscribed number of tourists or without meeting the proscribed conditions (Article 94, paragraphs 2 – 5),

34. provides rent-a-car services, but does not have at least one business premise in accordance with Article 95, paragraph 3, item 3 of this Act or the general terms and conditions of vehicle rental have not been put at the disposal of the traveller in written form, in Croatian and/or English language (Article 95, paragraph 3, items 3 and 6),

35. provides tourist diving services contrary to Article 96, paragraph 4 of this Act, in connection with the application of Article 93, paragraph 1 (Article 96, paragraph 4),

36. provides services of rental of sports and recreational equipment to tourists without having insured service users against the consequences of accidents, by entering into contract with an insurer in the Republic of Croatia or another Member States of the European Economic Area or the Swiss Confederation (Article 97, paragraph 3).

(2) A fine for offences referred to in paragraph 1 of this Article, in the amount ranging from HRK 3,000.00-10,000.00 shall also be imposed on the responsible person in the legal person.

(3) In the event of repeated offence under paragraph 1 of this Article, a fine in the amount ranging from HRK 15,000.00-90,000.00 shall be imposed on the legal person, natural person-craftsman and individual trader.

(4) The tourism inspector may collect the fine for offences referred to in paragraph 1 of this Article from the legal person, natural person-craftsman or individual trader in the amount of HRK 2,000,00 and from the responsible person in the legal person in the amount of HRK 1,500.00 at the location of the offence, except in case referred to in paragraph 3 of this Article.

### **Article 108**

(1) A fine in the amount ranging from HRK 3,000.00-10,000.00 shall be imposed on the legal or natural person-craftsman and trader if:

1. such person provides services in his business premises where the service user is simultaneously physically present, but does not have business premises appropriate for the reception of service users (Article 14, paragraph 2),

2. the employees of the tourist agency directly provide tourism services to the traveller outside the branch office, at locations not stipulated in Article 15, paragraphs 3 and 4 of this Act or provide

service which are not stipulated in Article 15, paragraphs 3 and 4 of this Act, or at locations outside the branch office without a proper signboard (Article 15, paragraphs 2 – 5),

3. if such person fails to use the sign "tourist agency" in compliance with Article 20, paragraph 4 of this Act (Article 20, paragraph 4),

4. such person does not perform the transportation of travellers in the framework of packages, excursions and tourist transfer in accordance with Article 23 of this Act (Article 23),

5. such person organises a trip (package and excursion) in the manner and/or without meeting the conditions proscribed in Article 62 of this Act (Article 62),

6. such person provides tourist agency services which are not covered by Article 63, paragraph 1 of this Act or provides them in the manner contrary to and/or without meeting the conditions proscribed in Article 63 of this Act (Article 63),

7. such person also organises and provides tourist transfer services to users of his accommodation services, contrary to Article 23 of this Act (Article 64),

8. such person mediates in the provision of tourist guide services for tourist guides who are not members of the association (Article 78).

(2) A fine for offences referred to in paragraph 1 of this Article, in the amount ranging from HRK 2,500.00-8,000.00 shall also be imposed on the responsible person in the legal person.

(3) A fine for offences referred to in paragraph 1, items 1-5 of this Article, in the amount ranging from HRK 2,000.00-5,000.00 shall also be imposed on the operations manager.

(4) In the event of repeated offence under paragraph 1 of this Article, a fine in the amount ranging from HRK 6,000.00-40,000.00 shall be imposed on the legal person, natural person-craftsman and individual trader.

(5) The tourism inspector may collect the fine for offences referred to in paragraph 1 of this Article from a legal person, natural person-craftsman and individual trader in the amount of HRK 1,500.00 and from the responsible person in the legal person in the amount of HRK 1,000.00 at the location of the offence, except in case referred to in paragraph 4 of this Article.

#### **Article 109**

(1) A fine in the amount ranging from HRK 2,500.00-10,000.00 shall be imposed on the legal or natural person-craftsman and trader if:

1. such person does not make public the conditions, content and the price of each service and fails to comply with such conditions, content and price (Article 6, item 1),

2. such person does not allow the service user to lodge a written complaint in his business premises, or does not confirm its receipt in writing without delay, or does not allow the service user to lodge a written complaint by post, fax or electronic mail, fails to reply to such complaint in written form

within 15 days following the receipt of the written complaint, or to prominently display the notification on the manner of submission of written complaints in his business premises and/or on his website, or does not keep and/or maintain a written record of guest complaints for a minimum of one year from the day of the receipt of the respective written complaint (Article 6, item 3),

3. such person does not have an operations manager employed full time or uses the services of an acting operations manager, instead of those of the operations manager for a period longer than 6 months in three years, contrary to Article 17, paragraph 2 of this Act (Article 16 and Article 17, paragraph 2),

4. such person does not display company name and the seat of the tourist agency at a prominent location at the entry to the office or other business premises or another appropriate place if located in a building which is a protected cultural good (Article 20, paragraph 1),

5. such person does not indicate the working hours in a visible location at the entry to the business premises or does not keep the working hours indicated (Article 20, paragraph 3),

6. such person fails to prominently indicate the company name and seat of the tourist agency in all written promotional materials relating to organised trips, as well as on all business documents or on his website Article 20, paragraph 4),

7. such person fails to make public on his website data stipulated in Article 21 of this Act (Article 21),

8. such person does not keep as a business secret all information about the traveller in accordance with Article 22 of this Act (Article 22).

(2) A fine for offences referred to in paragraph 1 of this Article, in the amount ranging from HRK 2,000.00-5,000.00 shall also be imposed on the responsible person in the legal person.

(3) A fine for offences referred to in paragraph 1, items 1-9 of this Article, in the amount ranging from HRK 1,500.00-4,000.00 shall be imposed on the operations manager.

(4) In the event of repeated offence under paragraph 1 of this Article, a fine in the amount ranging from HRK 5,000.00-30,000.00 shall be imposed on the legal person, natural person-craftsman and individual trader.

(5) The tourism inspector may collect the fine for offences referred to in paragraph 1 of this Article from a legal person, natural person-craftsman and individual trader in the amount of HRK 1,250.00 and from the responsible person in the legal person in the amount of HRK 1,000.00, and from the operations manager in the amount of HRK 750.00, at the location of the offence, except in case referred to in paragraph 4 of this Article.

#### **Article 110**

(1) A misdemeanour fine in the amount ranging from HRK 2,000.00-10,000.00 shall be imposed on the legal or natural person-craftsman and trader if:

1. such person fails to submit to the Ministry a notification on the commencement of the provision of services and proof within eight days from the commencement of the provision of services in compliance with Article 13, paragraphs 1 and 2 of this Act, or fails to notify any change of data within eight days from the change (Article 13, paragraphs 1 and 2),
2. such person organises trips (packages and excursions) without using the services of at least one tourist escort who meets the proscribed conditions throughout the trip, for each group from 15 to 75 travellers, or does not use the services of a tourist guide i.e. a person referred to in Article 69, paragraph 5 of this Act for sightseeing of protected sites (localities) (Article 24),
3. such person uses a person who is not a licensed tourist guide for the provision of tourist guide services (Article 77),
4. such person uses a person who has not completed at least high school education for the provision of tourist escort services (Article 79, paragraph 3),
5. such person fails to notify the service provider in writing about the agency representative, his powers and all changes that have occurred (Article 81, paragraph 3).

(2) A fine for offences referred to in paragraph 1 of this Article, in the amount ranging from HRK 1,500.00-3,000.00 shall also be imposed on the responsible person in the legal person.

(3) A fine for offences referred to in paragraph 1 of this Article, in the amount ranging from HRK 1,000.00-2,000.00 shall also be imposed on the operations manager.

(4) In the event of repeated offence under paragraph 1 of this Article, a fine in the amount ranging from HRK 4,000.00-20,000.00 shall be imposed on the legal person, natural person-craftsman and individual trader.

(5) The tourism inspector may collect the fine for offences referred to in paragraph 1 of this Article from a legal person, natural person-craftsman and individual trader in the amount of HRK 1,000.00 and from the responsible person in the legal person in the amount of HRK 750.00, and from the operations manager in the amount of HRK 500.00, at the location of the offence, except in case referred to in paragraph 4 of this Article.

### **Article 111**

(1) A fine in the amount ranging from HRK 2,000.00-8,000.00 shall be imposed on a natural person if:

1. as a citizen of another Member State of the Agreement on European Economic Area or the Swiss Confederation such person temporarily and occasionally provides tourist guide services on the territory of the Republic of Croatia, contrary to special regulations governing the recognition of foreign professional qualifications for the provision of tourist guide services (Article 69, paragraph 4),
2. as a citizen of another Member State of the Agreement on European Economic Area or the Swiss Confederation such person temporarily and occasionally provides tourist guide services at or in protected sites (localities) without having previously passed the special part of the certification exam for protected sites (localities) as laid down in this Act (Article 70, paragraph 3),

3. such person does not provide tourist guide services in accordance with the issued decision on approval (Article 75, paragraph 1),

4. such person does not provide the services of an honorary tourist guide on an occasional basis (Article 76, paragraph 2),

5. such person provides tourism services of active and adventure tourism without having obtained the appropriate certificate establishing such person's competence for and level of skill in the performance of activities referred to in Article 92, paragraph 1 of this Act (Article 93, paragraph 1, item 6),

6. such person provides tourism services on an agricultural farm, at aquatic organism breeding sites, waters, hunting grounds or a privately owned forest not covered by Article 94, paragraphs 2 and 3 of this Act, or provides such services to a greater than proscribed number of tourists or without meeting the proscribed conditions (Article 94, paragraphs 2 – 5).

(2) In the event of repeated offence under paragraph 1 of this Article, natural person shall be penalized with a fine in the amount ranging from HRK 4,000.00-16,000.00.

(3) The tourism inspector may collect the fine for offences referred to in paragraph 1 of this Article from a natural person referred to in paragraph 1 of this Article, in the amount of HRK 1,000.00, except in the event stipulated in paragraph 2 of this Article.

#### **Article 112**

(1) A fine in the amount of HRK 1,200.00 shall be imposed on a natural person if:

(1) during the provision of tourist guide services such person fails to wear the tourist guide identification card in a visible place (Article 75, paragraph 3),

2. during the provision of tourist escort services such person fails to display the "tourist escort" identification card with their name and surname, at an easily visible position (Article 79, paragraph 4).

(2) In the event of repeated offence under paragraph 1 of this Article, natural person shall be penalized with a fine in the amount of HRK 2,400.00.

(3) The tourism inspector may collect the fine for offences referred to in paragraph 1 of this Article from a natural person referred to in paragraph 1 of this Article, in the amount of HRK 600.00 at the location of the offence, except in the event stipulated in paragraph 2 of this Article.

## **PART XII TRANSITIONAL AND FINAL PROVISIONS**

### **Continued performance of the job of operations manager Article 113**

(1) The certification exam for office managers passed in accordance with the provisions of the Act on the Provision of Tourism Services (Official Gazette no. 68/07, 88/10., 30/14. and 152/14.) shall have equal status as the certification exam for operations managers proscribed by Article 19 of this Act.

(2) Persons who perform the jobs of office manager on the date of entry of this Act into force and effect, in accordance with the provisions of the Act on the Provision of Tourism Services Official Gazette no. 68/07, 88/10, 30/14 and 152/14) shall continue to perform their job as operations managers.

(3) Until entry into force of the regulation referred to in Article 19, paragraph 4 of this Act, the certification exam for operations managers shall be taken in accordance with the provisions of the Ordinance on the Certification Exam for Office Managers (Official Gazette no. 50/08).

### **Continued performance of the job of tourist guide**

#### **Article 114**

Persons who have obtained the decision on the approval to provide services of authorized tourist guides pursuant the Act on the Provision of Tourism Services (Official Gazette no. 68/07, 88/10, 30/14 and 152/14) for the general part of the exam prior to the entry of this Act into force, may continue to provide tourist guide services in accordance with that decision on the territory of the Republic of Croatia, with the exception of protected sites (localities), and persons who have also passed the special part of the certification exam may also provide services on or at the protected sites (localities) in the county for which they have passed the special part of the certification exam.

### **Continued organisation of certification exams for tourist guide at higher education institutions**

#### **Article 115**

Higher education institutions at which examination commissions for taking certification exams for tourist guides have been formed prior to entry into force of this Act shall continue to organise and conduct tourist guide certification exams in compliance with the provisions of the Ordinance on the Certification Exam for Tourist Guides and Examination Program for Tourist Escorts (Official Gazette no. 50/08 and 120/08) until entry into force of the ordinance stipulated in Article 71, paragraph 6 of this Act, and following entry into force of the ordinance stipulated in Article 71, paragraph 6 of this Act, they shall bring the composition of the examination commission, the certification exam program and the number of lessons, in line with the provisions of the said ordinance.

### **Mandatory harmonization of indication of business activity and sign of the tourist agency**

#### **Article 116**

Tourist agencies which provide services on the date of entry of this Act into force and effect, shall within one year following the date of entry of this Act into force, harmonize the indication of business activity of the tourist agency's company and display a sign stating the company and the seat of the tourist agency, in compliance with the provisions of this Act.

### **Mandatory harmonization of business operations of providers of tourism services of active and adventure tourism**



## **Article 117**

(1) Providers of tourism services of active and adventure tourism who provide services pursuant to the Act on the Provision of Tourism Services (Official Gazette no. 68/07, 88/10, 30/14 and 152/14) shall bring their business operations in line with the provisions of this Act within three months following the date of entry of this Act into force.

(2) By way of derogation from paragraph 1 of this Article, the deadline for harmonization with the provision of Article 93, paragraph 1, item 6 of this Act is one year after the publication of the list of corresponding attestations/certificates for the performance of a particular business activity on the websites of the Croatian Chamber of Commerce.

## **Ordinance adoption deadline**

### **Article 118**

The ordinances referred to in Article 11, paragraph 3, Article 19, paragraph 4, Article 70, paragraphs 4 and 5, Article 71, paragraph 6, Article 75, paragraph 4 and Article 86, paragraph 4 of this Act shall be adopted by the minister within 60 days from the date of entry of this Act into force.

## **The deadline for the adoption of the list of activities of active and adventure tourism and special conditions for the execution thereof**

### **Article 119**

The list of activities referred to in Article 92, paragraph 3 of this Act shall be adopted by the Croatian Chamber of Commerce, and the list of corresponding attestations/ certificates and special conditions referred to in Article 93, paragraph 2 of this Act by the expert panel stipulated in Article 93, paragraph 4 of this Act, within three months from the date of entry of this Act into force.

## **Entry of decisions and the list of tourist agencies prior to the establishment of the Central Registry**

### **Article 120**

(1) Until the Central Registry is established, the Ministry and the competent offices shall continue to keep the registry in accordance with the ordinances adopted on the basis of the Act on the Provision of Tourism Services (Official Gazette no. 68/07, 88/10, 30/14 and 152/14).

(2) Until the Central Registry is established, the decisions on the fulfilment of minimum conditions for other facilities for the provision of berthing and accommodation services for vessels shall be entered into the Registry of ports of nautical tourism of the competent branch office.

(3) Until the Central Registry is established, the list of tourist agencies, i.e. premises in which tourist agencies operate, as well as the data contained in notifications or applications referred to in Article 13, paragraphs 1 and 2 of this Act, shall be published on the website of the Ministry on the basis of the said notifications or applications.

## **Initiated procedures**

### **Article 121**

Procedures initiated prior to the entry into force of this Act shall be concluded in compliance with the provisions of the Act on the Provision of Tourism Services (Official Gazette no. 68/07, 88/10, 30/14 and 152/14) and regulations adopted on the basis of the same Act.

### **Application of regulations**

#### **Article 122**

Until regulations referred to in Article 118 of this Act enter into force, regulations adopted on the basis of the Act on the Provision of Tourism Services (Official Gazette no. 68/07, 88/10, 30/14 and 152/14) and regulation adopted on the basis of the Act on Regulated Professions and the Recognition of Foreign Professional Qualifications (Official Gazette no. 82/15) shall remain in force, namely:

1. Ordinance on the Register of Tourist Guides (Official Gazette no. 50/08),
2. Ordinance on Tourist Guide Identity Cards (Official Gazette no. 50/08, 90/08, 112/09, 33/10 and 62/10),
3. Ordinance on the Tourist Guide Certification Exam and Examination Program for Tourist Escorts (Official Gazette no. 50/08 and 120/08), in the part regulating tourist guide certification exams,
4. Ordinance on the certification exam for office manager (Official Gazette no. 50/08),
5. Ordinance on the Classes and Categories of Vessels of Nautical Tourism (Official Gazette no. 69/08, 83/09 and 49/15),
6. Ordinance on Classification and Categorisation of Nautical Ports (Official Gazette no. 72/08),
7. Ordinance on the List of Tourist Sites (Localities) by Counties (Official Gazette no. 76/08),
8. Ordinance on the Recognition of Foreign Professional Qualifications in the Area of Tourism (Official Gazette no. 7/16), except in the part relating to the regulated profession - tourist escort.

#### **Article 123**

(1) Until entry into force of Article 7, items 2-5 of this Act, a package trip (lump sum trip) shall mean a pre-determined combination of at least two individual services consisting of transport, accommodation or other tourism and hospitality and catering services that make a whole, and which are provided over a period longer than 24 hours or include at least one overnight stay, and are sold at a pre-determined (lump sum) price.

(2) Until entry into force of Article 7, item 6 of this Act, a traveller shall mean any person receiving a tourism service for whose account and/or on whose behalf the tourism service is obtained or any person to whom the right of use of the tourism service is transferred.

(3) Until entry into force of Article 9 and Articles 29 and 30 of this Act, tourist agencies shall issue the itinerary, prospectus or catalogue (promotional material-printed or electronic) for each package organised, which they shall make available to the travellers prior to the conclusion of the contract on trip organisation, and which shall, depending on the services, contain the following information:

- trip price,
- destination,
- means, characteristics and category of transportation,
- type, location, category and tourist classification of the accommodation facility pursuant to the law of the state in which such facility is located,
- number of meals per day,
- itinerary,
- amount or percentage of down payment, number and amount of instalments for the payment of the remaining amount,
- border, visa and health formalities in connection with the trip and stay at the destination,
- minimum number of travellers required to organise the trip and the deadline within which the traveller shall be notified that the trip has been cancelled in case of insufficient number of travellers interested in the trip.

(4) Until entry into force of Articles 50 and 51 of this Act, the tourist agency organising the trip shall deposit a security with a bank or an insurance company in the Republic of Croatia or another Member State of the European Economic Area for each package, in the form of an insurance policy, cash deposit or bank guarantee, for each package, to compensate to the traveller the price paid for the trip in the event that the services are not performed due to the insolvency or bankruptcy of the tourist agency, and costs incurred due to the insolvency or bankruptcy of the travel agency for the return of the traveller to the place of departure and issue a deposit certificate to the traveller at the time of payment of the amount for the package, which enables the traveller to realise his right to compensation directly from the bank or the insurance company.

(5) Until entry into force of Article 53 of this Act, the tourist agency organising the package trip shall enter into an insurance contract with an insurer, covering damage suffered by the traveller due to the non-performance, partial performance or undue performance of obligations related to the package trip.

#### **Article 124**

(1) Until entry into force of Article 107, paragraph 1, items 18 -3 of this Act a misdemeanour fine in the amount ranging from HRK 5,000.00-30,000.00 shall be imposed on the legal or natural person-craftsman and trader if such person:

1. does not provide a deposit for each package tour with a bank or an insurance company in the Republic of Croatia or another Member State of the European Economic Area or fails to issue to the traveller a certificate on the deposit at the time of the payment of the amount for the package trip, which enables him to realise his right to compensation of damage resulting from expenses incurred

as referred to in Article 123, paragraph 4 of this Act directly from the bank or insurance company (Article 123, paragraph 4),

2. does not conclude an insurance contract with the insurer against liability for damage caused to the traveller by non-performance, partial performance or undue performance of the obligations related to the package trip (Article 123, paragraph 5),

(2) A fine for offences referred to in paragraph 1 of this Article, in the amount ranging from HRK 3,500.00-10,000.00 shall also be imposed on the responsible person in the legal person.

(3) In the event of repeated offence under paragraph 1 of this Article, a fine in the amount ranging from HRK 15,000.00-90,000.00 shall be imposed on the legal person, natural person-craftsman and individual trader.

(4) The tourism inspector may collect the fine for offences referred to in paragraph 1 of this Article from the legal person, natural person-craftsman or individual trader in the amount of HRK 2,000,00 and from the responsible person in the legal person in the amount of HRK 1,500.00 at the location of the offence, except in case referred to in paragraph 3 of this Article.

**Withdrawal of consent to appoint examination commission for the  
certification exam for tourist escorts  
Article 125**

Decisions to grant ministerial consent to appoint examination commissions for the certification exam for tourist escorts issued under Article 39, paragraph 1 of the Act on the Provision of Tourism Services (Official Gazette no. 68/07, 88/10, 30/14 and 152/14) shall be withdrawn by official duty as of the day of entry of this Act into force and effect.

**Cessation of regulation validity  
Article 126**

As of the day of entry of this Act into force and effect the Act on the Provision of Tourism Services (Official Gazette no. 68/07, 88/10, 30/14 and 152/14) shall cease to be in force.

**Article 127**

As of the day of entry of this Act into force and effect the following shall cease to be in force:

1. Ordinance on the Minimum Technical Conditions and Manner of Provision of Tourist Agency Services (Official Gazette no. 62/96, 23/97 and 134/98),

2. Ordinance on Travel Agency Identification Code (Official Gazette no. 78/96, 47/97 and 80/98),

3. Ordinance on the Form, Content and Manner of Keeping Complaints Books (Official Gazette no. 5/08 and 18/17),

4. Ordinance on the Register of Contracts of Tourist Agency Representation (Official Gazette no. 30/08),

5. Ordinance on the Register of Tourist Agencies (Official Gazette no. 30/08).

**Entry into force**

**Article 128**

This Act shall be published in the Official Gazette and enter into force and effect on 1 January 2018, with the exception of paragraph 7, items 1 -16, Articles 8 and 9, Articles 26 -53, Articles 55 -60, Articles 98, 99 and 103 and Article 107, paragraph 1, items 1 -21 and items 23, 24 and 25 which shall enter into force on 1 July 2018.

Class: 022-03/17-01/145

Zagreb, 15 December 2017

THE CROATIAN PARLIAMENT

President of the

Croatian Parliament

Gordan Jandroković, m.p.

## **APPENDIX I**

### **Part A**

#### **Standard information form for package travel contracts where the use of hyperlinks is possible**

The combination of travel services offered is a package within the meaning of the Act on the Provision of Tourism Services.

Therefore, the traveller shall benefit from all rights stemming from the provisions of the Act on the Provision of Tourism Services regulating packages. Tourist agency (name)/tourist agencies (name) is/are fully responsible for the proper execution of the package as a whole.

Tourist agency (name) / tourist agencies (names) has/have the proscribed security in place to refund the traveller's payments and ensure the traveller's repatriation in the event that it becomes/they become insolvent.

More information on key rights under the package travel contract are available at: [to be provided in the form of a hyperlink].

Following the hyperlink the traveller will receive the following information:

Key rights under the Act on the Provision of Tourism Services:

- Travellers shall receive all essential information about the package before concluding the package travel contract.
- There shall always be at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers shall be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the tourist agency.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs increase (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller shall have the right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers shall be entitled to a refund and compensation where appropriate.

- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of extraordinary circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers shall also be entitled to a price reduction and/or compensation for damage where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the trader becomes insolvent, payments will be refunded. If the organiser or where applicable, the trader becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. The organiser/trader (name) has taken out insolvency security with (name) [the entity in charge of the insolvency security, e.g. a bank or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, e-mail and telephone number) if services are denied due to the insolvency of the organiser/trader (name).

Hyperlink to Directive (EU) 2015/2302 and Act on the Provision of Tourism Services [hyperlink]

## **Part B**

### **Standard information form for package travel contracts in situations which are not the situations covered by Part A**

The combination of travel services offered is a package within the meaning of the Act on the Provision of Tourism Services.

Therefore, the traveller shall benefit from all rights stemming from the provisions of the Act on the Provision or undue performance of the obligations related to the package tour. Tourist agency (name)/tourist agencies (name) is/are fully responsible for the proper execution of the package as a whole.

The tourist agency/tourist agencies (name) has/have security in place to refund the traveller's payments and, where transport is included in the package, to ensure the repatriation of the traveller in the event that it becomes/they become insolvent.

Key rights under the Act on the Provision of Tourism Services:

- Travellers shall receive all essential information about the package before concluding the package travel contract.
- There shall always be at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers shall be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the tourist agency.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs increase (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller shall have the right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers shall be entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of extraordinary circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers shall also be entitled to a price reduction and/or compensation for damage where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the trader becomes insolvent, payments will be refunded. If the organiser or where applicable, the trader becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. The organiser/trader (name) has taken out insolvency security with (name) [the entity in charge of the insolvency security, e.g. a bank or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, e-mail and telephone number) if services are denied due to the insolvency of the organiser/trader (name).



[Website where Directive (EU) 2015/2302 and the Act on the Provision of Tourism Services can be found.]

## **Part C**

### **Standard information form where the organiser transmits data to another trader in accordance with Article 7, item 2, subitem b), subsubitem 5 of the Act on the Provision of Tourism Services**

If the traveller concludes a contract with company AB (name) no later than 24 hours after receiving the confirmation of the booking from tourist agency XY (name), the travel service provided by tourist agency XY (name) and tourist agency AB (name) will constitute a package within the meaning of the Act on the Provision of Tourism Services.

Therefore, the traveller shall benefit from all rights stemming from the provisions of the Act on the Provision of Tourism Services relating to the package tour. Tourist agency shall be fully responsible for the proper performance of the package as a whole.

Tourist agency XY (name) has contracted insolvency security in place to refund the traveller's payments and ensure the traveller's repatriation in the event that it becomes insolvent.

More information on key rights under the package travel contract are available at hyperlink [to be provided in the form of a hyperlink].

Following the hyperlink the traveller will receive the following information:

Key rights under the Act on the Provision of Tourism Services:

- Travellers shall receive all essential information about travel services before concluding the package travel contract.
- There shall always be at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers shall be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the tourist agency.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs increase (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller shall have the right to a price reduction if there is a decrease in the relevant costs.

- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If prior to the start of the package the trader responsible for the package cancels the package, travellers shall be entitled to a refund and compensation where appropriate.

- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of extraordinary circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

- Travellers shall also be entitled to a price reduction and/or compensation for damage where the travel services are not performed or are improperly performed.

- The organiser has to provide assistance if the traveller is in difficulty.

- If the organiser or, in some Member States, the trader becomes insolvent, payments will be refunded. If the organiser or where applicable, the trader becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. Tourist agency XY (name) has contracted insolvency security with (name) [the entity in charge of the insolvency security, e.g. a bank or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, e-mail and telephone number) if services are denied due to the insolvency of the tourist agency XY (name).

Hyperlink to Directive (EU) 2015/2302 and Act on the Provision of Tourism Services [hyperlink]

## **APPENDIX II**

### **Part A**

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 7, item 5, subitem a) of the Act on the Provision of Tourism Services is a carrier selling the return ticket**

If, after selecting and paying for one travel service, the traveller books additional travel services for his trip or holiday via our company (name), he shall NOT benefit from rights applying to packages under the Act on the Provision of Tourism Services.

Therefore, our tourist agency (name) shall not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if the traveller books any additional travel services during the same visit to our tourist agency's website / booking website (name of the tourist agency), the travel services shall become part of a linked travel arrangement. In that case, the tourist agency (name) has, as required under the Act on the Provision of Tourism Services, security in place to refund the traveller's payments to the tourist agency (name) for services not performed due to the insolvency of the tourist agency (name), and, where necessary, for the traveller's repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency security at: [to be provided in the form of a hyperlink].

Following the hyperlink the traveller will receive the following information:

Tourist agency (name) has contracted insolvency security with (name) [the entity in charge of the insolvency security, e.g. a bank or an insurance company].

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, e-mail and telephone number) if services are denied due to the insolvency of the tourist agency (name).

Note: This insolvency security does not cover contracts with parties other than tourist agency (name), which can be performed despite of the insolvency of tourist agency (name).

Hyperlink to the Directive and the Act on the Provision of Tourism Services [hyperlink]

### **Part B**

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 7, item 5, subitem a) of the Act on the Provision of Tourism Services is a trader other than a carrier selling the return ticket**

If, after selecting and paying for one travel service, the traveller books additional travel services for his trip or holiday via our tourist agency (name), he shall NOT benefit from rights applying to packages under the Act on the Provision of Tourism Services.

Therefore, our tourist agency (name) shall not be responsible for the proper performance of individual travel services. In case of problems please contact the relevant service provider.

However, if the traveller books any additional travel services during the same visit to our tourist agency's website / booking website (name of the tourist agency), the travel services shall become part of a linked travel arrangement. In that case, the tourist agency (name) has, as required by the Act on the Provision of Tourism Services, security in place to refund the traveller's payments to the tourist agency (name) for services not performed due to the insolvency of the tourist agency XY (name) and, where applicable, to ensure the repatriation of the traveller. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency security at: [to be provided in the form of a hyperlink].

Following the hyperlink the traveller will receive the following information:

Tourist agency (name) has contracted insolvency security with (name) [the entity in charge of the insolvency security, e.g. a bank or an insurance company].

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, e-mail and telephone number) if services are denied due to the insolvency of the tourist agency (name).

Note: This insolvency security does not cover contracts with parties other than tourist agency (name), which can be performed in spite of the insolvency of tourist agency (name).

Hyperlink to Directive (EU) 2015/2302 and Act on the Provision of Tourism Services [hyperlink]

## **Part C**

**Standard information form in the case of linked travel arrangements within the meaning of Article 7, item 5, subitem a) of the Act on the Provision of Tourism Services where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling the return ticket) and the traveller**

If, after selecting and paying for one travel service, the traveller books additional travel services for his trip or holiday via our tourist agency (name), he shall NOT benefit from rights applying to packages under the Act on the Provision of Tourism Services.

Therefore, our tourist agency (name) shall not be responsible for the proper performance of individual travel services. In case of problems please contact the relevant service provider.

However, if the traveller books any additional travel services during the same visit to or contact with our tourist agency (name), the travel services shall become part of a linked travel arrangement. In that case, the tourist agency (name) has, as required by the Act on the Provision of Tourism services, security in place to refund the traveller's payments to the tourist agency (name) for services not performed due to the insolvency of the tourist agency XY (name) and, where applicable, for the repatriation of the traveller. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

Tourist agency (name) has contracted insolvency security with (name) [the entity in charge of the insolvency security, e.g. a bank or an insurance company].

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, e-mail and telephone number) if services are denied due to the insolvency of the tourist agency (name).

Note: This insolvency security does not cover contracts with parties other than tourist agency (name), which can be performed in spite of the insolvency of tourist agency (name).

Website where Directive (EU) 2015/2302 and the Act on the Provision of Tourism Services are available [insert hyperlink]

## **Part D**

### **Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 7, item 5, subitem b) of the Act on the Provision of Tourism Services is a carrier selling the return ticket**

If the traveller books additional travel services for your trip or holiday via this link/these links, he will NOT benefit from rights applying to packages under the Act on the Provision of Tourism Services.

Therefore, our tourist agency (name) shall not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if the traveller books additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our tourist agency, those travel services will become part of a linked travel arrangement. In that case, the tourist agency (name) has, as required by the Act on the Provision of Tourism Services, security in place to refund the traveller's payments to the tourist agency (name) for services not performed due to the insolvency of the tourist agency XY (name) and, where applicable, for the repatriation of the traveller. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency security at: [to be provided in the form of a hyperlink].

Following the hyperlink the traveller will receive the following information:

Tourist agency (name) has contracted insolvency security with (name) [the entity in charge of the insolvency security, e.g. a bank or an insurance company].

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, e-mail and telephone number) if services are denied due to the insolvency of the tourist agency (name).

Note: This insolvency security does not cover contracts with parties other than tourist agency (name), which can be performed in spite of the insolvency of tourist agency (name).

Hyperlink to Directive (EU) 2015/2302 and Act on the Provision of Tourism Services [hyperlink]

## **Part E**

### **Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 7, item 5, is a trader other than the carrier selling the return ticket**

If the traveller books additional travel services for his trip or holiday via this link/these links, he will NOT benefit from rights applying to packages under the Act on the Provision of Tourism Services.

Therefore, our tourist agency (name) shall not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if the traveller books additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our tourist agency (name), such travel services shall become a part of a linked travel arrangement. In that case, the tourist agency (name) has, as required by the Act on the Provision of Tourism Services, security in place to refund the traveller's payments to the tourist agency (name) for services not performed due to the insolvency of the tourist agency XY (name) and, where applicable, for the repatriation of the traveller. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency security at: [to be provided in the form of a hyperlink].

Following the hyperlink the traveller will receive the following information:

Tourist agency (name) has contracted insolvency security with (name) [the entity in charge of the insolvency security, e.g. a bank or an insurance company].

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, e-mail and telephone number) if services are denied due to the insolvency of the tourist agency (name).

Note: This insolvency security does not cover contracts with parties other than tourist agency (name), which can be performed in spite of the insolvency of tourist agency (name).

Hyperlink to Directive (EU) 2015/2302 and Act on the Provision of Tourism Services [hyperlink]