

# TERMS OF SERVICE

# 1. GENERAL

### ART. 1.1.

The website www.katarina-line.com is the official website containing information on vessels, cruises with different routes on the Adriatic Sea and land excursions and tours. It has the possibility of online booking of weekly guaranteed small vessel cruises and land tours through KATARINA LINE's webshop.

The website provides information on accommodation opportunities and other related tourist services for which KATARINA LINE is registered.

The webshop is owned and represents the services provided by the company KATARINA LINE d.o.o., tax ID number - OIB: 28922587775, corporate registration ID - MB: 040009767.

Official records confirm KATARINA LINE d.o.o. as a valid business.

### ART. 1.2.

KATARINA LINE d.o.o. headquarters are at Vjekoslava Spinčića 13, 51410 Opatija, Croatia, company's phone number is +385 (0)51 603 400 and company's email is <a href="mailto:info@katarina-line.hr">info@katarina-line.hr</a>

#### ART. 1.3.

KATARINA LINE ensures the safety, security and privacy of all information and purchases from customers through www.katarina-line.com. Customer's data is secured and managed by Katarina line.

Any information submitted by the buyer will be used solely to complete the transaction, deliver the product, provide information on new product releases and address any customer service issues

KATARINA LINE is at your disposal for any questions and information regarding the cruises, land tours, accommodation, excursions, transfers and other tourist services before and after the reservation is made and during the tours and cruises. Contact numbers are listed online.

# ART. 1.4.

KATARINA LINE price list is valid throughout the year, i.e., season; except in case of special offers – such as first or last-minute bookings that depend on departure date, availability etc.

#### ART. 1.5.

KATARINA LINE uses WSPay for online payments. WSPay is a secure system for online payments, real-time credit and debit card payments, and other payment methods. WSPay ensures the buyer and the merchant with secure card data entry and transfer, which is also confirmed by the PCI DSS certificate. WSPay uses 256-bit SSL encryption and TLS 1.2 cryptographic protocol as the highest protection standards for data entry and transfer.

All payments will be effected in Croatian currency. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Croatian kuna according to the current exchange rate of the Croatian National bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion, there is a possibility of a slight difference from the original price stated on our website.

### ART. 1.6.

KATARINA LINE provides services according to the laws of the Republic of Croatia abiding by the Customer protection law, which is an integral part of the contract. By purchasing through the website, clients accept the contract.

# 2. TERMS OF BOOKING AND PAYMENT

# ART. 2.1.

Offered services are presented on www.katarina-line.com with detailed descriptions and photographs as well as some customer feedback. KATARINA LINE offers cruises, land tours, accommodation and related excursions.

Under each land or cruise program, there are tabs with program details including available dates and prices to be booked online.

Additional information may be requested via email regarding any tourist services for which the company is registered.

Katarina line will provide additional information and possible organization if needed wherever possible. However, KATARINA LINE does not provide organized flights from arrival to departure points and v.v. as part of the program unless it is clearly stated otherwise. Please contact KATARINA LINE by email in case of further requirements such as pre and post-cruise or accommodation in Croatia.

Customers are provided with invoices that include VAT according to Croatian law.

#### **ART. 2.2. BOOKING METHODS**

KATARINA LINE provides two booking methods when purchasing selected programs, purchase by booking online or booking via email.

# **ART. 2.2.1. BOOKING ONLINE**

Press Book Now tab and select a desired cruise and date of departure - proceed with full or deposit payment online by credit or debit card.

Reservation details: the amount of 50€ or 100€ per person, depending on the selected program and departure date to be paid upon confirmed reservation, the remaining balance to be paid 30 days before the departure date.

# ART. 2.2.2. BOOK VIA EMAIL - RESERVATION.

Reserve the hotel, tour or cruise by booking via email. Select the desired date of departure and tour/cruise in an email form. KATARINA LINE will check availability and send an email confirmation with reservation ID or NUMBER.

Upon receiving confirmation from KATARINA LINE by email, customers will receive a deposit payment request depending on the selected program and departure date. The remaining balance, the full amount from which the deposited amount is deducted, is to be paid upon the date stated in the calculation/proforma invoice.

Reservation details: the amount of 50€ or 100€ per person, depending on the selected program and departure date to be paid upon confirmed reservation, the remaining balance to be paid 30 days before the departure date.

# ART. 2.2.3. HANDLING FEE

The service charge will be charged for any other services booked without a hotel or cruise reservation (public transfers, tours, entrance tickets, etc.).

## ART. 2.3. CONFIRMATION AND PAYMENT RECEIPT

Upon deposit payment received, depending on the chosen method of payment, you will be sent a confirmation of payment and a confirmation with detailed information about the reservation, invoice and/or calculation of the remaining amount to be paid before departure.

After payment of the remaining or full amount, you will receive an invoice listing all payments made and a voucher containing the following information: name, address and telephone number

of the service provider (legal or natural persons); boarding instructions, rules of conduct on board and optional services.

# 3. BOOKING AMENDMENTS, CANCELLATION, REFUND POLICY AND COMPLAINTS

All KATARINA LINE weekly vessel departures are guaranteed. KATARINA LINE reserves the right to cancel the departure in case of fewer than 10 participants. In case of cancellations by KATARINA LINE, a suitable replacement vessel will be put in place at no extra cost. Vis major cases: KATARINA LINE will provide suitable accommodation on land or sea.

If a land tour is subject to a minimum number of participants as outlined in the travel arrangements and that minimum number is not met, KATARINA LINE may have to cancel the tour at the latest 4 weeks before the commencement.

## **ART. 3.1. CUSTOMER RESERVATION CHANGE**

Changes to reservations are possible even after partial or full payment for a certain fee. Name change fee - 20 EUR. per person. Date change - 20 EUR. per person (valid only if the change is made up to 30 days before booked departure, otherwise a regular cancellation clause will be applied).

# **ART. 3.2. CANCELLATION AND REFUND POLICY**

Payment & cancellation terms for all NEW 2022 reservations:

Advance payment of 50 EUR/ person (for classic cruise reservations), 100 EUR/ person (for deluxe cruise programs), 50 EUR/ person (for land pre&post-cruise packages up to 6 nights), 100 EUR / person (for guaranteed departure land tours of 7+ nights) - to be paid within 10 days from the day of reservation confirmation.

The balance is to be paid 30 days before departure.

Regular cancellation conditions:

For cancellations within 30 days before the departure date

(29 - 0 days) - the deposit is NON-REFUNDABLE. 29-22 days – deposit + 25% of the remaining balance 21-15 days – deposit + 50% of the remaining balance 14-0 days – 100% (or NO SHOW) SPECIAL COVID-19 CANCELLATION TERMS:

For clients that are forced to cancel or unable to travel up to 30 days before the departure date due to pandemic restrictions\*, the deposit is refundable or can be used as a credit in 2023, at 2023 rates.

For cancellations due to pandemic restrictions\* within 30 days before the departure date (29 - 0 days) deposit & balance paid are NON-REFUNDABLE but can be used as a credit in 2023, at 2023 rates.

\*Should the hotel, vessel or the Republic of Croatia be closed due to government restrictions, or regulatory requirements stemming from Covid-19 or similar, or the clients' home country's government's restrictions, or the airlines prohibited flying to Croatia up to 30 days to the date of sailing, KATARINA LINE will transfer the deposit payment to 2023.

Cancellations of confirmed hotel bookings and land tours result in penalties and fees assessed by travel suppliers.

The following cancellation fees will be assessed on the land product:

More than 45 days before departure, the non-refundable deposit will be retained

45 - 15 days before departure: 30% of the price 14 – 3 days before departure: 50% of the price

2 or fewer days before departure: 100% of the price

The above cancellation conditions always apply unless otherwise stated in the offer.

All reservations transferred to 2023 will be charged according to the 2023 price list.

KATARINA LINE highly recommends clients to take insurance against the cancellation of reserved services. KATARINA LINE offers a complete travel insurance package (travel insurance, accident insurance, private liability insurance and luggage insurance). Additional information about travel insurance packages can be found here:

### TRAVEL INSURANCE INFO

### TRAVEL INSURANCE TERMS AND CONDITIONS

There are no refunds for unused services unless authorized previously by KATARINA LINE during clients stay. Written refund requests must be received the latest 1 week after the client's departure.

KATARINA LINE is not obliged to guarantee promises (written or verbal) made by local hotel staff or tour leaders, etc.

# **ART. 3.3. COMPLAINTS**

Any complaints regarding service on board have to be given directly to the vessel/ hotel on the spot and through the official representative of KATARINA LINE. Complaints have to be certified by the vessel/ hotel, written in the complaints book and sent to KATARINA LINE within 15 days from the customer's departure. On the contrary, such complaints will not be taken into consideration. For booked accommodation and land tours, all types of complaints related to the service must be submitted directly at the hotel (on-site) and through the official representative of KATARINA LINE d.o.o. Complaints must be certified by the hotel/accommodation provider, entered in the book of complaints and submitted to KATARINA LINE d.o.o. within 15 days of the client's departure. Otherwise, complaints will not be considered.

#### **ART. 3.4. SPECIAL NOTES FOR ALL CRUISES**

• The captain reserves the right to change the route in case of bad weather conditions.

- Passengers must follow ship rules (to be found in written form on the ship) especially with regards to not bringing drinks on board and in case of bad behaviour, KATARINA LINE/ captain reserves the right in asking clients to disembark.
- Before departure, the KATARINA LINE representative is obliged to perform a welcome speech providing important information on safety on board, and other information required by law for all the passengers aboard.
- Departures are guaranteed. However, Katarina Line reserves the right to cancel departures with less than 10 participants and change the vessel name if the need arises.
- Passengers agree to abide by the decisions and instructions given by the tour leader who
  reserves the right in changing the itinerary in agreement with the captain according to weather
  conditions.
- KATARINA LINE will not be responsible for any accidents that may occur on board and insists that clients are informed of this and the need for extra observation and caution whilst being onboard or walking between vessels and the mainland.
- Due to specific mooring conditions and requirements in some Croatian ports, Katarina Line ships are moored side by side, making it necessary for the clients to cross from one ship to another with gaps in between ships to get to the shore. In such cases, passengers need to take special care when crossing and do this at their own risk. Crew assistance will be given to those needing and requesting it.

### **ART. 3.5. VESSEL RULES**

- Passengers on board are obliged to abide by the ship rules, as the captain is responsible for the safety of all passengers and the crew.
- Passports are to be handed to the captain for registration on the first day of the cruise.
- Jumping or diving from the ship during navigation is strictly forbidden. For safety reasons climbing on the masts is also forbidden.
- During rough weather, movement should be minimized and done with care, as floors can often be wet and slippery.
- Passengers should take extra care when crossing between the ships when ships are docked alongside in port. It is advised able to ask a crew member for assistance when crossing. Note that movement between the ships is the individual's responsibility. Safety belts are placed under the seats in the dining area, under the bed in cabins, or inside the wardrobe, depending on the vessel.
- As vessels can sometimes be acoustic, passengers are asked to behave accordingly. Special attention must be given to the night peace onboard, which officially starts at midnight. In National Parks night peace is required even earlier and passengers will be notified of this.
- Smoking in the restaurant area and the cabins is not allowed and when smoking on the deck in designated smoking areas, passengers must not throw cigarette butts in the sea.
- Bed linen and other items are not to be moved from the cabin.
- Only toilette paper is allowed to be thrown in the toilette.
- Passengers are not permitted to bring drinks and food to the vessel. This includes all drinks
  and food purchased on shore in ports of call. The only exceptions are personal care products,
  medicine, food products specifically for infants and food products for special diets. Typical
  regional products purchased during visits to the ports will be stored onboard to be returned to
  passengers at the end of the cruise.
- Passengers are obliged to respect mealtimes, which will be placed on the board in the dining area, as well as departure times from ports.
- Passengers are responsible for looking after their personal belongings whilst travelling. Katarina Line cannot be held responsible for any personal belongings left behind or damaged irrespective of the circumstances.
- Any damage must be compensated to the captain by the passenger. Lost cabin keys will be

- charged 150 HRK/key (20 €/key).
- It is strictly forbidden to throw rubbish into the sea.
- Water is limited on board, therefore please be very rational with it. The same applies to electricity which runs on the generator.
- Portholes in lower deck cabins during navigation must be closed to avoid cabins getting wet by the seawater entering the cabin through the porthole.
- The captain and the crew will be available for any questions or queries and will do their best to make your stay onboard a most pleasurable one. If the captain and his crew are not providing satisfactory service, please contact the KATARINA LINE office for further help, as we aim to make you satisfied during your stay on board.
- Service charge is not included in the price and therefore please tip at your discretion.
- Captain has the right to change the itinerary in case of bad weather or similar inappropriate conditions in ports to ensure safety on board.