



## General Terms and Conditions of Business

### 1. Travel Program

Mountains group d.o.o. (hereinafter referred to as the Agency), as the travel organizer, guarantees the execution of the trip according to the description provided in the program it organizes and publishes on the website [www.mountainsgruop.eu](http://www.mountainsgruop.eu). The organizer will fully and accurately carry out the contents of the program as described, except in cases of exceptional circumstances (war, unrest, strikes, terrorist actions, health or sanitary disruptions, natural disasters, interventions by competent authorities, situations beyond the organizer's control, etc.).

Certain destinations may require adjustments and minor improvisations on-site; therefore, the actual execution of the travel program may differ slightly from what is published.

### 2. Travel Registration

Travel registrations are accepted via the website [www.mountainsgruop.eu](http://www.mountainsgruop.eu) by **email** or other means of remote communication, as well as in the offices of agencies authorized by the travel organizer.

Based on the received registration, the travel agency will offer the traveler a **Contract**, which is considered binding once it has been signed by both parties or once their consent has been clearly confirmed in another way (via email, by providing a credit card number, or by making a payment transaction), and once the travel agency receives the corresponding payment within the agreed deadline.

At the time of registration, the traveler is required to provide all information and documents requested by the specific travel program. A traveler who fails to provide accurate information to the Agency at the time of registration is responsible for any costs or consequences arising from the use of incorrect data.

The Agency may cancel or terminate the contract and claim compensation from a traveler who does not comply with the terms of the contract, especially if the traveler has intentionally provided false information about travelers and their age, or if changes occur during the trip that the traveler has failed to notify the Agency about.

Upon registration, for the purpose of reserving the selected service, the traveler shall pay **30% of the total price** of the service to the Agency's account held at **Zagrebačka bank, IBAN: HR1423600001103206726**, unless the program requires a higher deposit. In such cases, the deposit amount and payment schedule are stated in the program or agreed upon with the travelers at the time of registration.

The registration is binding for the traveler. The traveler may cancel their registration only in accordance with the provisions on trip cancellation by the traveler contained in these General Terms and Conditions.

The contract is considered concluded when it is signed by both the traveler and the Agency, or when the traveler makes a payment towards the reservation price, regardless of whether the Contract itself has been signed.

### 3. Price and Payment for the Arrangement

The price of the arrangement includes everything that the tour organizer has specified in the travel program. The prices of all arrangements are based on the exchange rate between the eur and foreign currencies, and the tour organizer may require an increase in the agreed price if, after the contract is concluded, there has been a significant change in:

- ✓ Exchange rates in relation to the date the program was published,
- ✓ Transportation costs (fuel, tolls, etc.),
- ✓ The price of accommodation, meals, and other services specified in the arrangement.

The tour organizer may notify the passenger of the price change in writing or orally. The passenger may cancel the arrangement without cancellation fees if the price increase exceeds 10% of the agreed price, and this must be done no later than 72 hours from receiving the written notice. If the passenger does not cancel the arrangement in writing within this period, they are considered to have agreed to the price change. In the case of cancellation due to a price increase of less than 10%, the passenger is not entitled to compensation.

In addition to the base price of the arrangement, the passenger is obligated to pay any mandatory additional charges, which, if not included in the base price of the service, will be added together with the base price of the service and any optional surcharges to the final

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price, representing the total financial obligation of the passenger. Special payment conditions may be specified in the program, contract, and price list.

The agency, in its promotional materials and program, may recommend that the passenger pays for certain services, such as optional excursions, rental of sports equipment, etc., on-site. In such cases, the agency does not act as the organizer or intermediary but only as an informer. In this case, the passenger can direct any complaints only to the service provider or the supplier of the service on-site.

When the subject of the contract is the purchase of airline tickets, in addition to cancellation and administrative costs, the agency has the right to retain the reservation fee (TSC) and part of the fees that the airline carrier or service provider does not refund based on the cancellation of the reservation.

When making a reservation, the passenger pays 10% of the total value of the airline ticket to the agency's account at Zagrebačka Bank (IBAN HR1423600001103206726), unless the program requires a higher deposit. In this case, the amount of the deposit and any other payments are specified in the program or agreed with the passenger at the time of booking. The payment date is considered to be the day when the payment is recorded on the agency's transaction account.

The remaining balance of the full price of the arrangement must be paid no later than 30 days before the start of the trip, unless otherwise specified or agreed upon. If the passenger does not pay for the service or part of it within the specified time, it is considered that the passenger has canceled the contract, and the terms regarding the passenger's cancellation of the contract will apply.

Timely and correctly paid advance payment and registration fees guarantee the passenger, under the conditions specified in these General Terms and Conditions and the instructions for the services the agency mediates, participation or an available place in the reserved service or trip. By paying the reservation fee, the passenger confirms that they are fully aware of all the characteristics of the travel service and accept the General Terms and Conditions and the instructions for providing the travel service.

#### **4. Categorization of Accommodation**

The offered accommodation facilities in the programs are described according to the official categorization of the relevant country valid at the time of the program's issuance. Meals, comfort, and other services offered by the accommodation facility are under the supervision of local tourism authorities, and the standards of accommodation and services may vary and are not comparable. The tour organizer is not responsible for oral or written information that is not in accordance with the description of the services and facilities in the published programs, which may have been obtained from third parties.

#### **5. Changes to the Program**

The tour organizer reserves the right to make full or partial changes to the travel program if unforeseen circumstances arise before the start of the trip that could not have been predicted, avoided, or eliminated (see point 1). The accommodation booked can only be replaced with accommodation in a facility of the same or a higher category. If the passenger accepts an alternative service, and if that service is more expensive, the direct service provider is obligated to pay the difference. If the alternative is cheaper, the direct service provider must refund the difference to the passenger. The agency must immediately inform all passengers who have confirmed their arrival by payment of any changes to their reservation or cancellations once extraordinary circumstances occur or information from the service provider is received.

The organizer reserves the right to change the date or time of travel due to a change in the flight schedule or due to unforeseen circumstances, and also reserves the right to change the direction of travel if travel conditions change (changed flight schedule, security situation in a particular country, natural disasters, or other situations beyond the organizer's control), without compensation for damages, according to valid regulations in domestic and international transport. The organizer is not responsible for changes in the program due to unforeseen circumstances or force majeure during the trip. In such cases, the passenger covers any additional costs incurred.

The organizer is not liable for possible errors in the printing of the program in brochures/catalogs or for incorrect data entries by the operators on websites.

If there is a significant change to the program without a justified reason, the organizer will refund the entire amount paid by the customer if the customer cancels the trip before starting to use the arrangement. If significant changes occur during the use of the arrangement, the passenger bears the costs of the services provided until the time of written notification to the tour organizer, provided that the passenger's complaint is justified.

The organizer is not responsible if certain activities and content that depend on weather conditions (lack of snow, low sea temperature, precipitation, etc.) or natural phenomena (sea blooms, appearance of insects, jellyfish, etc.) cannot be realized according to the passenger's expectations.

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## 6. The Organizer's Right to Cancel

If there is an insufficient number of passengers, the tour organizer reserves the right to cancel the trip, but no later than 5 days before the start of the trip. In this case, the passenger will receive a full refund of the trip's paid amount, with the note that the amount paid for travel insurance is non-refundable. The minimum number of passengers required for each trip is specifically indicated for each program/arrangement. The group may travel with fewer passengers, but in that case, the price will need to be recalculated.

## 7. Passenger Cancellation of the Trip

If the passenger does not pay the full amount for the trip no later than 30 days before the departure, it is considered that the passenger has canceled the reservation, with no possibility of refunding the deposit paid for the trip. If the passenger wishes to cancel the trip, they must do so in writing, via email to the agency at: [info@mountainsgroup.hr](mailto:info@mountainsgroup.hr). In this case, the organizer has the right to charge cancellation fees, and the date of the written cancellation serves as the basis for calculating the cancellation charges.

- ✓ In case of cancellation by the passenger in writing, or if the passenger fails to pay the full price of the trip 30 days before departure, the agency retains 100% of the amount paid as a reservation for the trip. In exceptional cases, which will be considered individually, the passenger may be allowed to use the paid amount for another trip offered by the agency within one year from the date of the written cancellation. The agency reserves the right to reduce the amount in case of any non-refundable costs incurred during the organization of the trip for the passenger.
- ✓ For cancellation up to 45 days before the trip, the tour organizer charges 50% of the total price of the arrangement.
- ✓ For cancellation between 44 and 22 days before the trip, the charge is 80%.
- ✓ For cancellation from 21-0 days before departure, the organizer will charge 100% of the total price of the arrangement.

If the passenger who cancels the trip finds a new person to take over the same reservation, the organizer will only charge for the costs caused by the replacement.

If the passenger does not show up or cancels the arrangement after it has begun, the organizer will charge the full amount of the arrangement. In case the organizer has already incurred certain costs before the cancellation by the passenger, or if the share of fixed costs for the group is higher than indicated in the scale, the organizer has the right to charge the full amount of the incurred cost.

During the trip, the passenger may terminate the travel service at their discretion by signing a statement about the termination of the use of the travel service. If the passenger decides to cancel the service during the trip, they will not be entitled to a refund of any paid amount, either partially or in full, upon their return.

In case of contract cancellation, the passenger is not entitled to compensation for any costs such as visa fees, insurance, vaccinations, and similar costs. For cancellation caused by force majeure (death or illness in the immediate family, conscription for military service, or natural disasters), the organizer recommends purchasing cancellation insurance.

These provisions apply unless different cancellation terms are specified on the front page of the Travel Contract.

## 8. Obligations of the Tour Organizer

The tour organizer is obligated to ensure the execution of services and the selection of service providers with the care of a good organizer, and to protect the rules and interests of the passenger in accordance with good practices in tourism. The organizer must provide all contracted services for each specific arrangement and is responsible to the passenger for the non-performance of services or parts of services.

The organizer excludes any responsibility for changes or non-performance of services caused by force majeure (see point 5) and for delays in transportation for which the carrier is not liable under applicable regulations and international conventions. In such cases, the passenger will cover any additional costs incurred.



## 9. Obligations of the Passenger

The passenger is obliged to:

- ✓ Possess valid travel documents. The passenger is responsible for the costs of losing or having their documents stolen during the trip. The tour guide or representative of the organizer will assist, but only provided that the program runs smoothly. If a visa is required for travel, the tour organizer may assist in obtaining it, when possible. However, the tour organizer does not guarantee the issuance of visas, nor is it responsible for decisions made by customs, police, or other governmental authorities that may prevent the passenger from entering a country. Invalid travel documents, visa rejections, or any other issues preventing travel do not obligate the agency in any way, and cancellation terms as per point 7 will apply.
  
- ✓ Comply with the health regulations of the countries they are traveling to and those they pass through. If the destination country requires vaccination, the passenger must receive the necessary vaccination and possess the relevant documentation and certificates, in accordance with the World Health Organization's guidelines. In this case, the passenger must provide a medical certificate. Failure to have these documents and/or invalid travel documents that lead to the cancellation of the trip or the inability to continue traveling does not obligate the tour organizer, and cancellation fees as per point 7 will be charged.
  
- ✓ Adhere to the customs and foreign exchange regulations of the Republic of Croatia and the countries visited during the trip. The passenger is fully responsible if they possess illegal substances or exceed the allowed limits for alcohol, cigarettes, or other products according to the customs regulations of the country they are entering. If the passenger's violation of regulations prevents them from continuing the journey, all incurred costs will be borne by the passenger.
  
- ✓ Follow the laws and regulations of the country they are in and is responsible for any issues that may arise due to non-compliance. If the passenger cannot continue their trip due to violating the laws, they will bear all costs and consequences resulting from the violation. The passenger is responsible if they personally violate the regulations, if their luggage and belongings do not comply with regulations, or if their documents are not in order. The agency will provide guidance and direct the passenger to the appropriate sources of information, but does not accept responsibility for non-compliance by the passenger or any consequences arising from it.
  
- ✓ Observe house rules in accommodation and hospitality establishments and cooperate with service providers in good faith. The passenger is responsible for any damage they cause, and the consequences and costs of that damage must be settled immediately at the hotel reception or another designated location.
  
- ✓ Follow the suggestions and cooperate with the tour guide or representative of the tour organizer.

In case of non-compliance with these obligations, the passenger is responsible for any potential damage caused to the organizer and must compensate for it.

## 10. Luggage and Travel Insurance

Airline baggage transport is free up to the weight limit set by the airline. Any excess baggage fees must be paid by the passenger according to the airline's applicable prices. Baggage is transported at the passenger's own risk, so it is recommended to insure valuable items or baggage. If a safe is available at the hotel, it is recommended to rent it. The passenger is responsible for their belongings carried into the cabin of the transport vehicle and must take them with them whenever leaving the vehicle. If not, the passenger bears responsibility for any theft, loss, or damage to items left in the vehicle cabin without supervision.

In case of damaged or lost luggage, the passenger must report it to the transport provider or the hotel reception, depending on where the damage or loss occurred.

The travel prices do not include insurance for risks such as accidents, illness during the trip, loss or damage to luggage, or voluntary health insurance. At the time of booking the trip, the organizer will offer a travel insurance package that includes health insurance during

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the stay abroad, luggage insurance, accident insurance, and travel cancellation insurance. This package is available for both domestic and international travel. By accepting the travel contract, the customer confirms that they have been offered the "package" of travel insurance. It is recommended that the passenger carefully reviews the insurance terms before purchasing insurance, and the organizer will offer the best option depending on the nature of the trip.

### 11. Travel Cancellation Insurance

The passenger may opt to purchase travel cancellation insurance at the time of booking or when concluding the Travel Agreement. The agency recommends purchasing this insurance. The travel cancellation insurance must be paid at the time of the full payment or first installment of the trip price.

The cancellation insurance is valid with written confirmation in cases such as a military draft, a death in the immediate family, illness of the passenger, and other cases stipulated by the insurance company's terms and conditions. If the passenger has not purchased the cancellation insurance, the agency reserves the right to apply the rules specified in Article 7 of this document, regardless of confirmation regarding military call-up, illness, death in the immediate family, or other reasons for cancellation.

The cost of obtaining a visa is not reimbursed, even if the passenger has purchased travel cancellation insurance. A passenger who has purchased travel cancellation insurance is not entitled to a refund of the insurance premium if they cancel the trip. By purchasing this insurance, the passenger transfers all claims to the insurance company, subject to the general terms and conditions of the insurance company.

The agency is obligated to provide the passenger with all documentation related to the travel package needed to file a claim with the insurance company. All conditions are specified in the insurance policy, and the agency advises the passenger to carefully read these terms in the interest of the passenger.

The insurance premium is calculated based on the value of the travel service and according to the price list of the insurance company with which the agency has an intermediary contract. The agency acts as an intermediary for the purchase of insurance policies. The process and time for handling a claim are the responsibility of the insurance company with which the travel cancellation insurance was purchased.

### 12. Travel Organized by Other Organizers / Tour Operators

For all arrangements where the Agency is the main organizer of the trip, these General Terms and Conditions apply. If the Agency is acting as an intermediary and is not the main organizer of the trip, the General Terms and Conditions of the responsible organizer apply. For such arrangements, the Travel Agreement will specify the responsible organizer, and by signing the agreement, the passenger fully accepts the program and the terms and conditions of the main organizer.

### 13. Complaint Resolution

If the services provided are incomplete or of poor quality, the passenger may request appropriate compensation by submitting a written complaint. Each passenger has the right to file a complaint for an unfulfilled service and must submit the complaint individually. The organizer will not accept group complaints. The procedure for handling complaints is as follows:

**Immediately, on the spot**, the passenger should report the inadequate service to the tour guide or the representative of the organizer, or if neither is available, to the service provider. The passenger is required to cooperate with the tour guide or representative of the organizer and the service provider in good faith to resolve the complaint. If the passenger refuses the proposed solution that corresponds to the paid service, the organizer will not consider or respond to any subsequent complaint.

**If the complaint is not resolved**, the passenger and the tour guide or representative of the organizer, or the service provider, will create a written confirmation of the complaint in two copies, which both parties will sign. The passenger retains one copy of this confirmation and must submit a written complaint to the agency no later than **8 days after returning from the trip** (via mail or email), attaching the written confirmation signed by the representative and any invoices for additional costs. The organizer will only process complaints that are fully documented and received within this 8-day period.

The organizer is required to provide a written response to the complaint **within 14 days** of receiving the complaint at the sales office. The organizer may extend this period by another **14 days** if more information is needed or the complaint needs to be



verified with the service providers. The organizer will address only those complaints where the issue could not be resolved at the destination.

Until the organizer provides a resolution, the passenger waives the right to involve any third party, judicial body, or public media. The maximum compensation for a complaint can be the value of the unfulfilled part of the service, but it cannot cover already utilized services or the total cost of the arrangement. The right to claim for ideal (consequential) damages is excluded.

For damages resulting from the travel service on the passenger's side, the service provider is liable up to the amount of the paid travel service price.

If the customer is dissatisfied with the organizer's resolution, they have the right to judicial arbitration. In this case, the jurisdiction is determined by the court in the location of the responsible organizer. The customer can also file a complaint with the Croatian Tourist Inspection at the Ministry of Tourism and Sports (email: [turisticka.inspekcija@mint.hr](mailto:turisticka.inspekcija@mint.hr)).

#### 14. Insurance in the Event of Travel Organizer Bankruptcy – Guarantee

In accordance with the provisions of the **Tourism Services Act** (NN 130/2017), the agency has contracted a guarantee insurance for travel packages and related travel arrangements with **Generali Insurance** in Zagreb.

This document allows the passenger to directly claim compensation (insurance) for incurred costs in accordance with the terms of **Policy No. P15-1020001277** for guarantee insurance for travel packages and related travel arrangements, and serves as confirmation of insurance in the event of insolvency (inability to pay due obligations on time and in the agreed amount) or bankruptcy of the travel agency.

In the case of insolvency (inability to pay due obligations on time) or bankruptcy of the travel agency, passengers who are already on the trip or who did not receive the contracted travel service should contact the Insurer:

Through the contact center at **phone number**

By email at the **damage reporting email address**

By post at the **mailing address**

#### 15. Liability Insurance for Damages

The travel organizer has concluded a liability insurance contract with **Generali** for third-party liability and professional liability insurance. The policy number is **P13E-1026451366**. Contact details for the Insurer are provided in **Section 15** of these terms and conditions.

#### 16. Personal Data Protection

The agency processes and stores all received personal data of passengers in accordance with the **Personal Data Protection Act** and other applicable regulations. By signing the Travel Agreement, the passenger consents to the processing of their personal data for the purpose of entering into and fulfilling the agreement. By accepting these General Terms and Conditions, the passenger also consents to the agency transferring personal data to third parties for the purpose of fulfilling the travel service. The passenger also agrees that their personal data may be used for the following purposes: direct sales, market research, business analysis, customer segmentation, statistical processing, and notifications regarding the agency's offers and those of its business partners.

If the passenger does not wish to give this consent, they must indicate this at the time of booking the trip.

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## 17. Final Provisions

These General Terms and Conditions are an integral part of the contract that the passenger concludes with the travel organizer or authorized travel agency when registering for the trip organized by this travel organizer. Any possible deviations from these conditions must be indicated alongside the travel program text. By signing the agreement, the passenger fully accepts the program and the general travel conditions. If the agreement contains provisions different from the general terms and conditions, the provisions of the agreement apply. This edition of the terms and conditions supersedes all previous versions.

Date of last update: **October 20, 2025**

Management Board: **Surya Bahadur Thing** and **Bishal Yonjan**

Business Manager: **Helena Rusković**