

## BALKAN EXPERIENCES – TERMS AND CONDITIONS

The following Terms and Conditions apply to all services of the Gecko Tours d.o.o. agency, ID code: HR-AB-21-060339006. Gecko Tours d.o.o. will provide Balkan Experiences services (“The service”). All tours are conducted in the English language. The guest, by contracting for the service, confirms understanding and agreement with the following Terms and Conditions. The guest and Gecko Tours d.o.o, collectively, “the parties”.

### **Booking:**

#### **Balkan Experiences:**

The service can be booked online via our Online Travel Agents, at the agency premises (Bosanska 5, Split, Croatia) by e-mail ([gecko.tours.split@gmail.com](mailto:gecko.tours.split@gmail.com)) or on our website via the online booking service. Gecko Tours d.o.o. shall endeavour to promptly reply to any request for information about availability and other details of the service requested. On receipt of a booking/reservation request for the service, Gecko Tours d.o.o. will promptly send you confirmation of reservation with all itinerary details and contact numbers.

### **General Payment Arrangements:**

#### **Balkan Experiences:**

Payment arrangements for the service may vary, however unless booking online when immediate payment is required or by special arrangement we normally require payment in full within 31 days of the tour commencement.

For bookings other than online booking including Agency deposits: We require a minimum deposit of 20% within 7 days of the booking confirmation. The deposit will be fully offset against any final amounts due within 31 days of the tour commencement.

### **Change of Reservation:**

Reservation changes must be made in writing via email to: [gecko.tours.split@gmail.com](mailto:gecko.tours.split@gmail.com) or phone at +385 99 3269 658. Reservation changes are at the sole discretion of Gecko Tours doo

### **Cancellations:**

#### **1. Balkan Excursions:**

Cancellation of the service booked by a guest should be notified via e-mail or in person at the premises of the agency more than 31 days before commencement of the service.

- **All cancellations received before 31 days of departure will receive a full refund within 7 days, irrespective of circumstance. This includes cancellations due to COVID 19 or related illnesses.**
- **Cancellations within 31 days of the departure will receive no refund of Guest Payments, Agency Deposits or Prior Payments unless for unforeseeable circumstances at the sole discretion of Gecko tours d.o.o.**

Unless by special arrangement, Gecko Tours d.o.o. require certain minimum numbers for certain tours and reserves the right to cancel the tour within 60 days of commencement of the service with a full refund of all amounts paid if the minimum number is not reached although we shall always endeavour to avoid this unless absolutely unavoidable.

### **Tour Departures>Returns:**

#### **1. Balkan Excursions:**

Unless by specific agreement between the parties, all Balkan Experience tours will commence with the Welcome Presentation and Drinks on Day 0 of the tour at the specified location in the relevant tour itinerary. Specific hotel details will be confirmed to all guests within 31 days of departure.

## **Liability**

Gecko Tours d.o.o. reserves the rights to alter routes, itineraries or timetables should the necessity arise, including adverse weather or road conditions. No responsibility is taken for expenses incurred by guests and due to damages, negligence, weather, war or other issues beyond the reasonable control of Gecko tours d.o.o. The company will not be held responsible for any losses whatsoever that a guest may face due to unforeseen delay.

## **Indemnity**

As a guest of Gecko Tours d.o.o. you understand:

- That you are personally responsible for your behaviour while in the agency's premises or during the provision of the service by Gecko Tours d.o.o.
- You specifically indemnify Gecko Tours d.o.o. officers, directors, employees, agents, successors against any liability for any loss, damage, liability, cost or expense of any kind (including attorney's fees) incurred in connection with any third party claim or otherwise, in relation to your use of the Gecko Tours d.o.o. website (including posting of any content) or access to this website, or your violation of either these terms of use or the rights of any third party.

Gecko Tours d.o.o. will, however, fully insure you against all injury and accident incurred during transportation. Guests should arrange their own travel insurance but further accident insurance can be arranged by Gecko Tours on request.

## **Customer Conduct:**

Gecko Tours d.o.o. requires that you agree to follow the following basic rules of conduct:

1. You will follow these Terms & Conditions and all applicable laws of Croatia.
2. You will provide truthful and accurate information.
3. You will not harass, threaten or abuse staff or any other people when using Gecko Tours d.o.o in any manner.
4. You will not post any content that is obscene or may be hateful or offensive on racial, ethnic, sexual or any other grounds; is harmful, vulgar or distasteful; is defamatory, libellous, or invades another person's privacy or proprietary rights.
5. You will not collect or store personally identifiable information about any other individual on the Sites, or otherwise stalk, repeatedly contact or harass another user.
6. You will not impersonate any other person or misrepresent a relationship with any person or entity, including misrepresenting a relationship with Gecko Tours d.o.o; similarly, you will not adopt a false identity if the purpose of doing so is to deceive or defraud another.
7. You will not post any content that contains any viruses, cancel bots, Trojan horses, harmful code, or other computer software or program designed to interrupt the Gecko Tours d.o.o service we provide, users' ability to enjoy the Sites, or the proper functioning of any software, hardware or equipment or materials used in connection with the Sites.
8. You will not use any information on the Sites for any commercial purposes, except as expressly authorized by Gecko Tours d.o.o.
9. You will not search, mine or link any data or information to or through the Sites without Gecko Tours d.o.o express consent and authorization.
10. You will not send any bulk unsolicited advertising, promotional information, email or other solicitation (including without limitation junk mail, "spam," chain letters or pyramid schemes of any sort) to any person through the use of the Sites.
11. Smoking or alcohol consumption is not permitted on any vehicle.

If you violate any of the guidelines set out above, or any other aspect of the Terms & Conditions, we reserve the right to suspend or terminate your rights to use the website without giving you any notice.

Gecko Tours d.o.o. is not responsible for lost, stolen or damaged personal things or luggage during the tours.

### **Comments or Complaints**

We welcome guest's comment on our tours or the service generally. Please leave your comment on our web page or on TripAdvisor or similar forum. You will also be given the opportunity for written feedback on the tour with us. You can also send us an e-mail to [Gecko.tours.split@gmail.com](mailto:Gecko.tours.split@gmail.com) with your opinion or comments.

Gecko Tours doo

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