



ATLANT PUTNIČKA AGENCIJA d.o.o.
ATLANT TRAVEL AGENCY LTD
DUBROVNIK - CROATIA

General Terms & Conditions - Flights, airline tickets

Conditions for carriage of passengers

ATLANT TRAVEL ,DUBROVNIK HEREBY ISSUES DETAILED CONDITIONS FOR THE CARRIAGE OF PASSENGERS, BAGGAGE AND GOODS IN AIR TRANSPORT IN ACCORDANCE WITH THE APPROPRIATE LEGAL REGULATIONS

1. DEFINITIONS

Atlant travel - (IATA AGENT) - an organization authorized by IATA to sell air carriage to persons or organizations

CARRIER - a company that performs the carriage of persons, baggage, goods, and mail on the basis of an air ticket or baggage check

VISA - Visa poses as a permit to enter, stay in or travel through a country. Visas are issued by diplomatic missions, i.e. consular offices.

EMBARGO - a ban on the air carriage of passengers and transportation of goods (or defined types of goods) for a specified period of time on a line that is specified by the carrier

PIECE SYSTEM - the shipment of baggage according to the number of pieces, which is valid on flights to/from the USA, the territory of the USA and Canada

IATA - International Air Transport Association

COMBINED FARE - a combination of fares created by joining two or more tariffs

CARRIAGE COST - the amount written on the ticket or baggage check that signifies the price for the air carriage of passengers or goods

PLACE OF DEPARTURE - the place from where the air carriage of the passenger and goods begins as shown on the ticket or baggage check

PLACE OF ARRIVAL - the place where the air carriage of the passenger and goods ends as shown on the ticket or baggage check

TICKET - the ticket and baggage check given to the passenger by the air carrier or their agent, according to which the carriage of the passenger and their baggage is performed

INTERNATIONAL AIR TRANSPORT - air carriage where the place of departure and place of arrival (irrespective of transfers or delay during carriage) are in different countries

UNACCOMPANIED MINOR - a minor who is not accompanied by a person older than 12 years old

CHARTER - UNSCHEDULED CARRIAGE - air transport performed under special conditions despite there being a defined flight schedule. Always enquire with an agent

IATA IRREGULARITIES IN PERSONAL CARRIAGE - a violation of the flight schedule

UNCHECKED (HAND) BAGGAGE - baggage that a passenger may take with them on board and look after themselves. Hand baggage may be a maximum of 56cm x 45cm x 25 cm, where the sum of these three dimensions may be no more than 115 cm. Insofar as the internal regulations of the carrier are not differently defined, a passenger may take on board only one piece of hand baggage up to a maximum weight of 5 kg.

SEARCHING - the process of searching for unsorted baggage and goods, which is performed by the carrier

SUSPICIOUS DOCUMENT - a document that has been lost, confiscated, forged, has visible signs of unauthorized interventions on it, or has disappeared

CONDITIONS OF PASSAGE CONTRACT - the conditions upon which the air carriage of passengers, baggage and goods are carried



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out in accordance with the air passage schedule

ADVANCE PAYMENT - a form of payment for the carriage of goods whereby the sender pays for the cost of carriage and other costs at the place of departure. The remaining costs are paid by the recipient at the place of arrival

LAND TRANSPORT - the transportation of passengers, baggage, and goods between the town terminal and the departure airport, or the transportation of passengers in buses or trains in the event of resolving irregularities in air transport

REGULAR TRANSPORT - air carriage that is performed according to a flight schedule

ESTIMATED TIME OF DEPARTURE - the time which is estimated to be the time of the plane's departure according to a flight schedule

ESTIMATED TIME OF ARRIVAL - the plane's expected landing time according to a flight schedule

STOPOVER FLIGHT - the end of a flight in a stopover place, or on any other point on the route

EXCESS BAGGAGE - baggage that, due to its weight, exceeds the permitted baggage weight, or the permitted number of baggage pieces in the piece system

CLAIM - a written request for compensation due to the violation of a passage contract on behalf of the air passenger

REFERENCE CONFIRMATION - the re-confirmation of an already reserved place on the airplane

RESERVATION - a guaranteed [reserved] place on the airplane for passengers, and excess baggage or goods in the hold

ROUTE - a scheduled flight route with regard to the route and airport marked on the ticket or baggage check

HARM TO BAGGAGE AND GOODS - DAMAGED BAGGAGE/GOODS - a change to the appearance of the baggage/goods due to the effects of physical or chemical activity, whereby the baggage/goods are wholly devalued

INCOMPLETE BAGGAGE/GOODS - a change to the appearance of the baggage/goods, where only part of the shipped goods has arrived at the place of arrival

TRANSFER AIRPORT - a place on the ticket/baggage check indicated as a point where the traveler moves from one line to another of the same or a different carrier, or where goods are transferred from one line to another on the same or a different carrier

WARSAW CONVENTION - the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929

TRANSIT AIRPORT - a place that is not mentioned on the ticket/baggage check on the portion of the ticket where the travel route is indicated

CHECKED BAGGAGE - baggage that is located in the baggage hold of the airplane during the flight and is signified on the passenger's ticket

SHIPMENT - one or a number of pieces of goods that are accepted by the carrier/agent for carriage by air from one sender in one place on one baggage check, and are received by one recipient in one place of arrival

RECEIPT FOR PAID FARES - written confirmation that in a defined place a person has paid the cost of carriage for another person in another place

SPECIAL FARE - transportation costs that are defined by special regulations and under special conditions set by the carrier

2. Conditions for the carriage of passengers and baggage in air transport JURISDICTION

a) General conditions

The conditions of carriage for passengers, baggage and goods (hereinafter "Conditions") relate to the overall regular and irregular internal and international carriage of passengers, baggage and goods performed by the carrier, including services connected with this transport and carriage, such as the process of buying tickets at IATA Agents.



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b) Free transport or carriage

If the transportation or carriage is performed free of charge, the carrier has the right to invalidate these Conditions in whole or in part.

3. TICKETS

a) General conditions

The carrier shall not permit the carriage of a person who does not have a valid ticket. The ticket is non-transferable. At the request of the carrier or other authorized body, the passenger is obliged to present the ticket and hand over the valid travel coupons. Travel coupons must be used in the order indicated on the ticket coupon. For the entire duration of the journey, the passenger must carry their ticket and all flight coupons that have not been given to the carrier, or confirmation given by the carrier in exchange for a coupon. In cases of so-called e-tickets, special rules of the carrier apply.

b) Invalid tickets

The carrier has the right to deny the passenger passage in cases where:

- the presented ticket is damaged,
- the details on the ticket have been changed by someone other than the carrier or their authorized agent,
- the ticket is presented without the appropriate coupon,
- the issue arises of suspicious documents.

c) Valid tickets

The ticket allows the passenger transportation from the place of departure to the place of arrival in accordance with the travel route and tariffs indicated on the ticket. Unless the conditions of the relevant tariff are defined for a shorter period, the ticket is valid for travel for a period of one year from the time the journey started, and if no flight coupons have been used, then it is valid for one year from the time the ticket was issued. Each flight coupon shall be accepted for the day and flight on which the seat has been reserved. If the ticket is issued without an indicated day of flight, the passenger shall be ensured a place exclusively on the basis of the space available on the desired flight. If the carrier cannot ensure the passenger a previously reserved place on the plane, or if the flight is cancelled within the valid period of the ticket, then the validity of the ticket will be extended until the carrier can ensure carriage.

d) Lost or stolen tickets

In cases where a passenger claims to have lost their ticket or states that it has been stolen, a duplicate of the original ticket can be issued in place of the lost or stolen ticket. In such cases, the passenger is obliged to settle with the carrier any costs





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associated with making a duplicate ticket, and is also obliged to guarantee in writing that they shall repay the carrier any appropriate damages or losses that could occur as a result of the misuse of the lost original ticket.

4. STOPOVER FLIGHTS

Stopover flights are only possible if the tariffs allow for this. The stopover flight must be indicated on the ticket.

5. FARES

a) General conditions

For the carriage to which these Conditions refer, fares are applicable that are determined as valid by the carrier on the day of payment for the ticket. If there are no confirmed fares between two places, then combined fares shall be used. A ticket that has been issued in conjunction with special fares may only be used under the conditions determined for this fare. Any change of route or date of flight may mean a change in fare.

b) The payment of fares

The costs of fares are redeemed either by cash or non-cash payment according to the exchange rate defined by the IATA agent.

c) Other taxes and costs

Apart from fares, the passenger is obliged to pay any other taxes and costs which apply for the air carriage established or levied by authorized state bodies. The passenger needs to be informed about possible exceptions when the passenger tax is collected directly at the place of arrival.

6. RESERVATIONS

a) General conditions

A passenger who has a ticket or flight coupon on which the date of the flight is indicated, or who wishes to change the date of the flight, does not have the right to reserve a space in advance.

b) Conditions for reserving a space

Reservation of a space for a defined flight is performed by the authorized agent free of charge. A reserved space is not binding until the carrier has issued a valid ticket, "Miscellaneous Charges Order", or "Pre-paid Ticket Arrangement" with the quotation for a reserved place. The agent has the right to cancel a reservation without prior warning if the passenger does not buy a ticket for the reserved space within the time period defined by the agent. In cases where payment is made by bank transfer, the money must be paid into the account of the IATA agent on time (before the maximum time for the issue of tickets has elapsed).



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c) Allocation of seats on the plane

For security or operational reasons, the carrier cannot ensure that the passenger will obtain their desired seat on the plane. If the passenger does not embark within the defined time, if they do not have all the necessary documents, or if they are not in a position to take the flight, the carrier has the right to cancel the reserved space.

d) Canceling a reservation

As a result of the non-use or cancellation of the reserved space, the passenger may be liable to pay the defined cost under the conditions specified by the agent. It is in the interest of the passenger to be acquainted with the tariff conditions before the ticket has been issued.

e) Confirming a reservation

The carrier has the right on defined lines to demand confirmation of the reservation. If the passenger does not do this in the specified time, the carrier has the right to cancel the reservation.

7. PASSENGER OBLIGATIONS IN AIR TRANSPORT

Before buying the ticket and embarking on the plane, the passenger is obliged when asked by any employee of the IATA agents, the carrier, or state bodies to show a form of identification and to present the appropriate travel documents.

The traveller is obligated to inquire about visa or vaccination requirements for the destination country or for countries which the traveller will be passing through.

When buying a ticket, the passenger is obliged to inform the air carrier through the mediation of the IATA agent about any health conditions which could be aggravated by their carriage or which could have a negative effect on the course of the flight.

Before your travel, we recommend that you visit the World Health Organization's website ([WHO](http://www.who.int)) and inform yourself in detail about bird flu, SARS, Ebola, malaria and viral meningitis.

Before travelling abroad, acquire information on vaccination possibilities through Croatian Institute for Health Insurance ([HZZO](http://www.hzzo.hr)), as well as on terms of health insurance during your stay abroad.

The passenger is obliged to submit to security checks, including their checked and unchecked baggage.

According to the relevant international regulations, the passenger may not carry firearms, ammunition, toys that resemble real lethal weapons (e.g. pistols, grenades) in their hand luggage, or any items of a similar nature. These items may only be stored as checked luggage. The carrier denies all responsibility for the protection of these items. The carriage of materials of a dangerous nature (explosives and ammunition, fuel, alkalis, compressed gases, poisons, or toxins and infectious material, oxidizing materials, radioactive materials, magnetic materials and other dangerous goods) is permitted only under special transportation conditions.



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A passenger shall comply with the specific characteristics of air transport and shall abide by the carrier's warnings primarily concerning:

- embarkation, gathering and moving in the premises intended for passengers,
- entering and exiting an airplane,
- storing clothes and unchecked (hand) baggage in the airplane.

A passenger shall refrain from behavior that could endanger the safety and progress of air transport, disturb or inconvenience other passengers or cause their complaints, prevent the plane crew from performing their regular duties, harm the property of the carrier or of passengers. A passenger shall also refrain from consuming excessive quantities of alcohol aboard the plane.

A passenger shall also:

- approach the place of embarkation and carry out all the required formalities and embarkation procedures on time, not later than by the time specified by the carrier. A passenger is recommended to inquire about it at the air carrier or their authorized agent,
- fasten their seat belt at the request of the airplane crew or when instructed to do so by a sign lit on the panel during take-off or landing,
- move to a specified seat at the request of the crew, if operating reasons so require,
- abide by non-smoking order aboard all airplanes. Violation of the order can result in a fine,
- during the flight, not use certain electronic devices and apparatuses the work of which could affect the functioning and work of electronic devices and apparatuses in the airplane. Violation of the order can result in a fine,
- obligatorily receive first aid if health problems occur during the flight; in such case, they shall undergo a medical examination,
- compensate to the carrier all the damage a passenger has caused or made by their inappropriate behavior (e.g. demolishing the airplane interior, illegal transport of dangerous animals, things etc.),
- abide by the instructions of the captain and crew during the flight,
- undergo statutory safety check carried out by state administration bodies or authorized organizations,
- conform their clothes and appearance so as to match the standards of air transport.



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8. CARRIER'S DUTIES IN AIR TRAFFIC

The carrier shall ensure that passengers are informed about the accommodation and the use of:

- safety belts,
- emergency exits and the devices designed for common use,
- life jackets and oxygen masks, if their use is obligatory for passengers,
- other emergency devices designed for individual use.

Passenger must be informed that smoking and using electronic devices aboard the plane is prohibited and that violation of this prohibition can result in a fine.

In case it becomes necessary, the carrier shall inform the passengers about the procedures required in a given situation.

The carrier shall make sure that the passengers use safety belts during take-off, landing, air turbulences and in any other case when the captain so instructs them; the carrier shall inform the passengers about storing of their baggage in the plane.

9. DENIAL AND LIMITATION OF TRANSPORT

General Provisions

The carrier can deny transport to passengers:

- if the carrier's flight-related regulations so require,
- if passengers violate the regulations applicable in the country from which the airplane takes off, to which it lands, or through which it transits,
- if a passenger suffers from a contagious disease, which he must report in advance; if a passenger has a serious disease the sudden outburst of which could endanger the passenger and flight safety, or if a passenger cannot take care of his/her own psychical and physical condition and is not accompanied by a person who can provide necessary care to him/her,
- if a passenger's disorderly conduct compromises the safety of transport or if it disturbs peace, or if a passenger is not suitably dressed,
- in the case of violation of any of the duties specified in Article 7, particularly concerning the safety of air transport.

A Passenger's Entitlement to Compensation

A passenger who has been denied from or limited transport under paragraph 1a) of the previous provision can be refunded the whole fare or its approximate part covering the non-realized part of the flight, or they can be offered a substitute transport



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on another airplane or by other means of transport. If a passenger has been excluded from transport for other reasons, the fee specified in Article 6, paragraph 4 of these Conditions shall be deducted from the refund.

10. CONDITIONED TRANSPORT OF PERSONS AND ACCOMPANIED CHILDREN

Conditioned Transport

Transport of passengers whose health could be endangered or some other damage inflicted due to their physical or psychical condition or age can be performed under condition that the carrier will not be held responsible in case of an injury, disease or other damage, including death of the passenger, as well as in case of damage made on the things that a passenger keeps with them, if such a fault or damage are the result of transport. When sick persons or pregnant women are transported (maximum up to 34th week of pregnancy), a physician's certificate on the statutory form that confirms the passenger's ability to travel by plane must be submitted. The passenger shall obtain the said form when purchasing air ticket. If a passenger is 34 or more weeks pregnant, she she can be transported on her own responsibility and the carrier waives any responsibility. The carrier retains the right to refuse to transport a pregnant woman in such a case. In case of a sudden death of a passenger during a flight, their body will be unloaded from the airplane in the nearest airport and, according to protocol, will be handed over to competent local authorities for further keeping and enabling of subsequent transport.

Accompanied Children

Children who are between 8 and 12 years old can travel unaccompanied only if they have reached the place of departure accompanied by an adult from whom the carrier must receive a written statement in a statutory form confirming that another adult person will meet the child in the place of arrival. The forms can be obtained in the carrier's ticket offices. The carrier may require that the actual age of the child be positively established. Unaccompanied children below age of 8 can be included in transport only under special conditions set by the carrier. These conditions are communicated by an IATA agent.

11. BAGGAGE

a) General Provisions

Baggage is transported as checked or unchecked (hand) baggage. A passenger shall be entitled to free transport of baggage if the following provisions of these Conditions are met.

b) Checked Baggage

Well-closed and locked suitcases and other baggage that can be closed tightly are accepted as checked baggage. With the carrier's consent, other things can also be included in transport. For the baggage handed over to the carrier (checked baggage), a passenger is issued a baggage identification tag that they must keep in case of complaints. Foodstuff and small animals can also be transported as checked baggage, under regulations set by the carrier. Each piece of baggage that a passenger wishes to check must have an identification tag inside and outside. The tag must contain the passenger's name and



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contact address at the place of arrival (e.g. a hotel address). The name on the tag must correspond to the one on the ticket and other traveling papers. The baggage, including the one with a zipper, must be locked so that it does not open during transport.

The carrier shall not be held responsible for the baggage which has not been claimed immediately after landing. Checked baggage is transported in the baggage hold of the airplane, generally on the same flight as the passenger. If such a transport is not possible, it will be transported on the first available connection. Before taking off or at any time during the flight, the carrier can exclude the baggage that could endanger the safety of the flight, persons or property, or the baggage that could be substantially damaged or is improperly packed.

A passenger shall be entitled to free transport of such checked baggage that, by its dimensions, contents and other characteristics, meets the carrier's regulations.

c) Unchecked Baggage (Hand Baggage)

Hand baggage that a passenger may take with them on board may have a maximum length of 56 cm, maximum width of 45 cm and a maximum depth of 25 cm, where the sum of these dimensions may be no more than 115 cm. Insofar as the internal regulations of the carrier are not differently defined, a passenger may take on board only one piece of hand baggage up to a maximum weight of 5 kg. The carrier shall be entitled to verify the weight and dimensions of hand baggage.

The following objects for personal use (that a passenger can keep with him and guard them personally) can thus be transported in the cabin of the airplane:

- a small purse
- a coat, a scarf or a blanket
- an umbrella or a walking stick
- a camera, video camera, binoculars, a small personal computer or a mobile phone
- a bassinet and food for a child during the flight
- spectacles and orthopedic aids for disabled passengers

A fully assembled vehicle for a disabled person may also be transported for free; such a vehicle shall be stored in the baggage hold of the airplane.

d) Special Type of Baggage

Only with a prior consent of the carrier and under the conditions set by the carrier, it is possible to transport:

Live animals, including birds and reptiles (they are transported on a passenger's responsibility and only in those places which are specified in applicable regulations).

The transport shall be performed:

- in the passenger part of the airplane (in the cabin) or in the baggage hold area





- as goods, see Article 17, paragraph 5 of the Conditions.

Besides the above listed, a dog can be transported in the cabin if it accompanies a person with impaired sight or hearing, or a dog trained for protection of human lives. Dogs must have a leash, a muzzle, a vaccination certificate and other required documents.

e) Transport of weapons and ammunition:

Weapons of all sorts can be admitted on board only in those places where applicable regulations allow it. Weapons must be unloaded, safety on, and stored exclusively in the baggage hold of the airplane.

Explosive ammunition is categorized as so-called dangerous goods and can be transported under the conditions specified in the IATA Dangerous Goods Regulation manual.

Diplomatic couriers are allowed transport diplomatic baggage in the passenger cabin of the airplane.

f) Excess Baggage

When using so-called piece system of transport of baggage to/from the USA, the territory of the USA and Canada, a fixed fee based on the place of arrival shall be paid for every excess piece of baggage or for excess size or weight of such baggage.

The baggage on other lines, the weight of which exceeds the limit, shall be transported subject to the carrier's capacities and the fare for it will be calculated on the basis of the fee per 1 kg based on the carrier's tariff.

g) Pooling of Baggage Weight

If two or more passengers traveling to the same place on the same airplane check their baggage at the same time and on the same place, they will be allowed to pool the weight of their baggage, if such weight does not exceed the sum of the allowed baggage weight of each passenger.

h) Baggage Control

In the presence of a passenger, the carrier shall have the right to verify the contents of their baggage. If a passenger is absent, the carrier shall have the right to open the passenger's baggage in the presence of at least one witness who is not the carrier's employee if it is established that the baggage contains objects which are not allowed on board or the transport of which requires a special regime.

i) Unaccompanied Baggage

Transport of unaccompanied baggage shall be performed under special regulations of the carrier.

j) Baggage with Declared Value

A passenger shall be entitled to declare a baggage value higher than the value of the carrier's liability, provided that the carrier has set tariff conditions in such a case.



k) Claiming of Checked Baggage

- A passenger shall claim their baggage immediately after landing,
- The baggage can be claimed only by a person who possesses the matching baggage check and baggage tag. The carrier shall not be obliged to establish whether the owner of the baggage check and baggage tag has actually claimed and is not responsible for any loss, damage or other costs incurred by the passenger thereof,
- Any damage, failure to claim baggage or loss of baggage should be reported to the carrier immediately after claiming of baggage. The carrier shall prepare a note on this. In all other cases, it will be assumed that the baggage was checked in good condition,
- When reporting damage later, a passenger must prove the connection between the damage done and the transport in question.

12. FLIGHT SCHEDULE

a) Flight Schedule

The carrier will do its best to transport a passenger and their baggage in accordance with flight schedule applicable on the day of flight. Flight schedules can be changed without prior notice. The carrier shall not be liable for indirect and succeeded damage.

b) Irregularities In Air Transport

Due to particular reasons which are not under control of the carrier (so-called 'force majeure', such as weather conditions, technical reasons out of the carrier's control, in case of war, a strike of the organizations performing transport services etc.), the carrier can delay, cancel, abolish or redirect a flight, change the type of airplane, or cede the agency to another carrier without assuming any further responsibility, except the responsibility for ensuring transport by other airplanes or by other means of transport or refund of fare.

If a flight has been delayed, if it is behind schedule or if it has been cancelled or the type of airplane has been changed in the circumstances created due to the carrier's mistake and the carrier cannot ensure transport to a place confirmed in advance, if a passenger cannot disembark on a destination determined in advance or on final destination, or if circumstances cause a passenger to be late for a connecting flight, the carrier shall either:

- put that passenger on another regular line where there are available seat, or:
- redirect the passenger to the final destination specified on the ticket, using its regular flight or a flight of another carrier, or provide land transport for that passenger. If the cost of fare, cost of payment for excess baggage and other services in connection with the change of the trip exceed the value of the ticket or of a part of it, the carrier will not charge additional fare or other fees to the passenger and will pay to the passenger the difference if the fares and fees for the changed route are lower than those that the passenger paid, or will refund the fares pursuant to the provision of Article 13 of the said Conditions and will have no further responsibility to the passenger,





- to provide adequate compensation (as specified in the carrier's regulations) for a passenger with a confirmed reservation who has been denied embarkation due to lack of vacant seats.

The carrier shall not be responsible for the mistakes and omissions in flight schedules or in other information on departure and arrival times obtained from its employees or agents, except in cases when the carrier is aware it could cause damage by its act or omission.

13. AIR FARE REFUND

a) General Provisions

Refund of air fare is carried out in compliance with the applicable regulations on air fare or tariff. Refund is carried out only by the IATA agent who has issued the given air ticket. In his/her own interest, a passenger should make enquiries about tariffs before buying a ticket.

Refunding of air fare shall be done in compliance with the mode of payment. The IATA agent can require that the person requesting refund submits a written request. In a case when the carrier cannot meet the conditions of passage contract, or when a passenger requests a change of some conditions of passage, the IATA agent shall be entitled, based on the contract with the carrier, to refund the passenger for the unused air ticket or for a part of it. The refunded fare will be paid to an authorized person only if such a person returns to the agent the air ticket with unused flight coupons, the passenger coupon and the boarding pass. The IATA agent will pay the refund either to the person whose name is specified on the ticket or to the person who has paid the full price of the ticket and can produce evidence for it. A refund to a person who has produced necessary evidence on payment for the ticket and unused flight coupons as specified in the above provisions, shall be considered a valid refund and exonerates the IATA agent from any responsibility or further rights to a new refund.

b) Refund of air fare for the reasons out of passenger's control

Refund of air fare for the reasons out of passenger's control shall mean a refund to a passenger who could not embark on the flight for which he had a ticket for the reasons for which the carrier is responsible.

Refund shall be paid:

- if the trip has not been made at all, full fare will be returned,
- if a part of the trip has been made, the approximate amount of the fare covering the segment of the flight from the place where it was interrupted to the place of arrival specified on the air ticket. (The maximum refund is the one equaling the value of the one-way fare on the interrupted part of the trip).

c) Refund of air fare at passenger's request

If a passenger requests refund of air fare for reasons not specified in paragraph 2 of this article or if he/she requests changing of air ticket or another document, an IATA agent shall be authorized to collect fees for certain services. The fees cover average costs related to travel documents, transferable fees in connection with ticket-issuing and booking, mailing and



telecommunications costs and costs for the related accounting services.

Refund of air fare shall be carried out in compliance with the following:

- In case of a request for refund of the fare for a totally unused ticket, the amount of the paid fare, reduced by service fee, will be refunded in accordance with fare tariff rules,
- In case of a request for refund of the fare for a partly used ticket, the amount equal to the difference between the paid fare and the fare for the trip for which the ticket has already been used will be refunded, reduced by service fee, unless otherwise specified in the carrier's provisions.
- When refund is requested for a traveling document other than air ticket, a service fee is always charged,
- When refund is requested for special types of tariffs for which different refund conditions apply, the carrier shall act in compliance with these conditions.

d) Air fare refund for lost or alienated tickets

In case of loss of a travel document, a written request can be submitted to an IATA agent; within 2 months upon submission of the request, the agent can:

- refund the fare for the lost document or a reserve document, an adequate fare for a reserve air ticket, if all tariff conditions have been met,
- issue a reserve document.

The refunded fare will be reduced by the amount of an adequate service fee.

In cases of loss, alienation or forgery of a ticket, if a certificate proving the document has been lost is provided, the IATA agent can refund the fare reduced by the amount of appropriate service fees under the specified conditions:

- In the case when an air ticket or its part have not been used and if the passenger has not received refund for them nor the ticket has been issued as a duplicate,
- The person receiving a refund shall sign for the IATA agent a statement that they shall pay him back the refunded amount if another person uses the whole ticket or its part or if another person receives the refund for it.

e) Deadline for refund request

A request for refund of a lost, unused or partially used travel document or its part must be submitted not later than 30 days upon expiry of the document's validity.

f) Right to reject a refund

An IATA agent can refuse to refund a passenger:

- after expiry of the document's validity and after the deadline for refund request,



- if a return-ticket has been a condition to enter a country,
- if a document has been stored among suspicious documents

14. TRAVEL FORMALITIES

a) Passports, visas and other documents

- A passenger shall obtain all the documents and meet all the conditions needed for entering and leaving a country, as required by relevant authorities in the countries to/from a passenger is flying or transiting,
- An IATA agent shall not be held responsible for damages or expenditures incurred by a passenger due to their failure to fulfill the above specified duties,
- AN IATA agent shall be authorized to inspect all travel documents.

b) Denied admission and extradition

A passenger shall pay the fare if the carrier has been ordered by relevant authorities to return the passenger to the place of departure or anywhere else. To compensate this fare, the carrier can use other, unused travel documents. The carrier will not make any refunds for the fare paid to the place where the passenger was denied admission to a country or where his/her extradition took place.

c) Refund of costs to the carrier

At a request of the carrier, a passenger shall refund all the costs arising from the passenger's failure to comply with the statutory administrative traveling provisions applicable in the countries from/to which the passenger is flying or transiting.

d) Customs control

A passenger must be present when their checked or unchecked baggage is inspected by customs control or other agency. The carrier will not be responsible for any damage or loss that the passenger has incurred as a result of failing to meet these conditions.

Common provisions, air carrier's responsibility in air transport of passengers, baggage and goods

1. SUCCESSIVE CARRIERS

A transport performed by the carrier and other carriers on the basis of a single air ticket or tickets attached to it is considered a single transport. According to the applicable international agreements, if more than one carrier perform transport, all of them who accept passengers, baggage or goods are considered a contractual party of Passage Contract.

During such transport, passengers or their representatives can hold responsible only the carrier which has performed the transport during which the events took place that have resulted in the right to compensation for damage, the only exception being the cases when the first carrier assumes responsibility for the entire journey.





If baggage or goods are in question, a passenger or a sender can hold the first carrier responsible; a passenger or a recipient authorized to receive the baggage or goods can then request compensation from the final carrier; then, each and every one of them, can demand compensation from the carrier that performed the transport during which destruction, loss or damaging of baggage or goods or a delay took place. These carriers shall have a joint and several liability to the passenger, sender and recipient.

2. CARRIER'S LIABILITY

General liability of a carrier is applicable:

- In domestic air transport, on the basis of the substantial right of the Republic of Croatia that regulates transport and air transport.
- In international air transport, under the Contract on the Unification of Certain Rules Relating to International Carriage by Air - so called Warsaw Convention, Article 35/1935; in the amendments of The Hague Protocol, Article 15/1966.

Limitation of carrier's responsibility

- In the spirit of the Warsaw Convention, amended by The Hague Protocol, the carrier's liability for damage inflicted by death or wounding of a passenger has been limited on 20,000 USD. In the spirit of the Montreal Agreement, applicable to the flights from/to the USA and Canada, the carrier's liability has been limited on 58.000 USD (75.000 USD if legal expenses are included).

Liability for the damage

- A carrier shall be responsible only for the damage inflicted on its own line. A carrier that has issued an air ticket or has loaded baggage onto the line of another carrier only represents this other carrier in capacity of an agent. Regardless of that, in the case of baggage handed over to another carrier's line, a passenger shall be entitled to claim compensation from the first or the last carrier.
- A carrier shall not be liable for the damage inflicted on hand baggage or on other things for safekeeping of which the passenger is in charge, with an exception of cases when it was the carrier that caused the damage or when a passenger lost the possibility of taking care of their own baggage. If, however, the damage was inflicted through the fault of both the passenger and carrier, they will split the responsibility based on their respective shares in the damage.
- The carrier shall be liable up to the actual amount of damage, not exceeding the borderline marking its liability. The carrier shall not be responsible for indirect damage or for loss of profit,
- The carrier shall be liable for any loss or delay created during air transport through his fault.



- The carrier shall not be liable for any damage or loss created by natural causes, by death of animals or animal behavior such as biting, hitting, stabbing or asphyxiation, or by wrong treatment of an animal, or by an animal's failure to adapt to various conditions of air transport,
- The carrier shall not be liable for damage on breakable and fragile objects or highly perishable goods. It shall also not be liable for loss of money, jewelry, precious metals, medicines, keys, video cameras, cameras and other electronic devices, bonds and securities or other valuables, business documents, passports and other identification documents stored in passengers checked baggage, with or without knowledge of the carrier. The carrier shall not be liable for the damaging of passengers baggage caused by the content of the baggage,
- In the case of transport of passengers whose age, psychic and physical condition is such that it includes risks, the carrier shall not be responsible for any disease, injury or incapacity, including death, if such a disease, injury, incapacity or death have resulted from the above described condition of such a person.
- The limitation of the carrier's liability refers to all of its employees, agents and representatives.

3. MODES AND DEADLINES FOR COMPLAINTS

- The damage inflicted on health, hand baggage and other private property, a passenger should report to the carrier immediately. The carrier will, in turn, prepare a not on it. Later, when reporting the damage, the passenger must prove a causal connection between the inflicted damage and the transport during which it occurred. In a case of serious injuries, the carrier shall report the damage himself.
- A passenger must submit a complaint about the damage on the baggage, not later than 7 days upon claiming it. A complaint about the damage on the transported goods should be submitted immediately, not later than 14 days upon claiming it. An objection regarding liability for delay should be submitted in writing within twenty one days upon the day when the baggage or good was handed over. In a case of failure to deliver goods, a complaint should be made within 120 days upon issuing of baggage check.
- The right to compensation shall expire 2 years upon the date of landing to the place of arrival or upon the date when the transport was interrupted.

4. VALIDITY AND EFFECTIVENESS

- The substantive law of the Republic of Croatia shall be applicable as the relevant law to these Conditions for Carriage of Passengers, to all rights and obligations of passengers and carriers specified in these Conditions for Carriage of Passengers, as well as to all mutual relations which are not expressly regulated with these Conditions for Carriage of Passengers, and all disputes arising between passengers and the agency.
- Croatian court having in rem jurisdiction will be the court of jurisdiction for settling of all disputes that might arise from these Conditions for Carriage of Passengers.



ATLANT PUTNIČKA AGENCIJA d.o.o.
ATLANT TRAVEL AGENCY LTD
DUBROVNIK - CROATIA

- Only the Croatian version of these Conditions for Carriage of Passengers is authentic. Should there be any differences between the text in Croatian language and a text in another language, the Croatian version shall be the authoritative, conclusive and binding version for purposes of interpretation.



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