

Terms and conditions

This document represents the agreement between the Customer and Open Water Croatia. Open Water Croatia will be responsible for supplying the services and accommodation as described at www.openwater.hr or in any printed material, company brochure, social media posts, except where such services cannot be supplied, or the itinerary used is changed due to delays or other causes of whatever kind or nature beyond the control of Open Water Croatia.

Please read carefully as this document sets out our respective rights and obligations. One you begin your tour, by default you accept these terms and conditions.

1. Booking and Payment

A booking is confirmed and these Terms and Conditions shall apply when Open Water Croatia has received the applicable deposit or full payment from the Customer and the Customer has received written confirmation from Open Water Croatia of such booking. The Customer confirming the booking must be no less than 18 years of age and agrees to provide full, complete and accurate information as requested by Open Water Croatia to confirm such booking. Any Customer confirming a booking on any Product with more than one Customer named and booked on such booking represents and warrants to Open Water Croatia. that:

1. they have all requisite consents and authority to make such booking on behalf of all other Customers named on the booking, and have communicated all necessary information to the other Customers in order for them to give free and fully informed authorization to do so;
2. the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with Open Water Croatia for the purposes of completing the booking; and
3. they will inform all other named Customers on the relevant booking of the applicability of these Terms to the booking and the Customers' relationship with Open Water Croatia.

Accepted payment methods:

Open Water Croatia accepts all major credit cards – Visa, Mastercard, Maestro, American Express.

For both online and in store purchases, customers may choose to pay in full or to only pay a deposit at the time of booking. The booked activities are to be fully paid before the commencement of the trip as follows:

- Advance payment of 20% of the total price of the booked activity upon booking. The balance is to be paid the latest the day prior to the activity, or on the day of the activity, prior to the activity.
- Advance payment of 50% of the total price of the booked activity at the time of booking. The balance is to be paid the latest on the day of the activity, prior to the activity.

In the event of untimely payment, the organizer reserves the right to refuse the activity or withdraw from the contract. The resulting cancellation costs will be charged to the customer in accordance.

In the case of an online transaction/purchase, the payment will appear on your card statement as TrekkSoft, an authorized agent of Open Water Croatia.

Prices listed on www.openwater.hr are per person, unless otherwise specified. Price quotations are subject to change without notice, until a booking has been confirmed. Prices do not include tips/gratuities to tour directors, drivers or local guides; passport and visa fees; baggage and personal insurance; any items of a personal nature; and any beverages or food not specifically listed under "Inclusions" on the product pages of www.openwater.hr.

Inclusions

All entrance fees to sites, museums or exhibitions visited are included, unless otherwise stated in tour description.

Exclusions

Unless specifically listed, meals are not included. During full day excursions there is a lunch stop at a local restaurant.

2. Cancellation policy

2.1 We do not charge a cancellation fee and you are entitled to a full refund only if you give us a minimum 48 hours notice of your intention to cancel for GROUP TOURS.

2.2 If you cancel your day tour (GROUP TOUR) within 24 hours you can choose to change your tour departure to another date (subject to availability).

2.3 For GROUP TOURS: if you are late for the departure or are a no show, you will be fully charged for the tour that you have booked as we have reserved a seat or seats for you.

2.4 For PRIVATE or CUSTOM TOURS we do not charge a cancellation fee and you are entitled to a full refund only if you give us a minimum 5 days notice of your intention to cancel. For PRIVATE or CUSTOM TOURS delays will not lead to the cancellation of the tour, but be advised that the tour has to happen within the original time frame. Please be advised that this means we might not be able to provide the original itinerary of the tour.

We strongly recommend you to contact us and inform us about delays or other issues so we can advise on changes that will help deliver a quality service despite the delay.

3. Refunds

3.1 Any refund which has been agreed with the management of Open Water Croatia. will be processed within 28 days.

3.2 Changes by us

3.2.1. We reserve the right to change our typical itineraries at any time and at our discretion. As professionals we will endeavour to avoid this and if this is necessary, we will substitute alternative arrangements of comparable monetary value.

3.2.2. We reserve the right to alter our itinerary in the event of happenings outside the control of Open Water Croatia. This includes outbreaks of contagious diseases, revolution, national or local strikes and/or protests, social disorder, political unrest.

3.2.3. We are constantly striving to make our tours even more brilliant than they already are, therefore should attractions open or become open to us, that we feel will enhance your experience of our country then we reserve the right to include these in your best interests.

3.2.4. We reserve the right to decrease or increase the price of our tours at any time. Once a tour/activity is booked and confirmed, the price will no longer change.

3.2.5. At certain times of the season our fleet may not be large enough to accommodate all passengers. In such an event we reserve the right to contract quality partners to assist us in transporting passengers on land or sea.

4. Pick up points

4.1. All of our tours depart from Split Riva (city center) and from Le Meridien Hotel (Podstrana), with selected tours departing from Omis, or selected hotels located within 20km of Split. Upon booking you will be asked to provide your exact location and will be informed on the availability of pick up. It is your responsibility to meet your tour. Pick ups are free of charge for selected tours.

4.2. Pick up times are approximate and dependant upon Split traffic conditions.

5. Your obligations and responsibilities

5.1. You must inform us in writing of any medical condition that's requires attention or medication before your tour commences.

5.2. It is your responsibility to have all necessary visas, passports, permits and certificates required for your selected itinerary as well as any necessary vaccinations and to comply with all applicable laws.

5.3. During your tour your tour guide may take photographs and films of you (as part of a group) while you are a passenger and these may be used in our Group brochures and/or advertising and publicity material without obtaining any further consent or payment in respect of such photographs and/or films.

5.4. When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions.

5.5. The Croatian way of life is one of enjoying life, relishing and respecting other people's company. We would ask you come to our tour with a positive frame of mind, ready to enjoy your adventure with us. At all times you must show courtesy and respect to your guide/driver/boat captain and more importantly the other Tour members. Failure to do so may result in you being asked to leave the tour at the management's discretion.

6. Weather Conditions

6.1. Under no circumstances can we be held responsible for weather conditions. No ticket can be cancelled or amended by you at any time on the basis of weather conditions. We accept no responsibility for weather conditions that may affect the delivery and implementation of our itinerary. Whenever we consider the weather conditions might affect the quality of the tour or more importantly, the safety of the participants, we reserve the right to cancel or delay/reschedule the tour. In the event of cancellation prior to the tour/activity due to the weather conditions, Open Water Croatia will refund the entire amount paid by the customer. In the event of cancellation of an ongoing tour/activity due to bad weather, Open Water Croatia will substitute alternative arrangements of comparable monetary value if possible, but the customers are not entitled to a full/partial refund .

7. No Smoking Policy

7.1. We do not permit smoking on any of our vehicles.

8. Insurance

8.1. There is no travel insurance cover included in the price of the ticket.

8.2. We take no responsibility for any injuries or loss to you incurred whilst you are taking part in any tours or activities. We strongly recommend that you take out comprehensive insurance cover for cancellation, medical expenses, personal accident, personal luggage, money and public liability before you travel. We accept no responsibility for the theft, loss or damage to personal belongings at any time during the duration of your tour.

9. Travelling in Croatia

9.1. You must obey the laws of the Republic of Croatia and the European Union, whilst travelling in Croatia. We would ask you to show respect to the many diverse customs that exist in Croatia.

9.2 It is your responsibility to meet your tour at arranged points. Because of the nature of the service, Open Water Croatia will not be liable if any service leaves or arrives later than its specified time, even if as a result you miss a connecting service. Open Water Croatia will endeavour to ensure that departure and arrival times are met.

10. Liability

10.1. Open Water Croatia reserves the right to alter routes, itineraries or timetables without prior notice, should the necessity arise. No liability is accepted for losses or expenses due to delays or changes of arrival or departure of flights or other services, injury, sickness, accident, strikes, damage, negligence, weather, war or other causes outside the control of Open Water Croatia. All such losses and expenses are the personal liability of the traveller.

11. Complaints

11.1. In the highly unlikely event that you may wish to make a formal complaint against Open Water Croatia, please inform the Open Water Representative (guide/driver/boat captain) at the time. If the matter cannot be resolved immediately or during your trip after the Representative's best endeavours to do so, your complaint should be made in writing to Open Water Croatia as soon as is reasonably possible after the holiday, but within 30 days thereof so that your complaint can be investigated. Open Water Croatia will not consider any claims after the 30-day period.

The written complaint can be sent to:

Open Water Croatia

Fosal 19

21310 Omis

Croatia

or by email to

info@openwater.hr

12. General

1. The booking conditions detailed herein contain the entire contract between you and Open Water Company. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by an authorised officer of Open Water Croatia.
2. This contract and all matters arising out of it are governed by Croatian law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with by the Courts of the Republic of Croatia only.
3. Every effort is made to ensure the accuracy of our brochures and other printed material at the time of going to print, however Open Water Croatia cannot be held responsible for printing and typographical errors, or errors arising from unforeseen circumstances.
4. Open Water Croatia is operated by:
Open Water Croatia

Fosal 19

21310 Omis

Croatia

00385958455805

info@openwater.hr

www.openwater.hr

Travel and Leisure Company Registration Number: HR-AB-21-060263746

12.1. Languages

All our staff speaks english. Additionally, guidance is offered upon request in German, French, Russian, Spanish, etc. Please contact us for more details.

12.2. Food & beverages

Kindly limit consumption of food to “snack type foods” (candy, chips, cookies etc.). Only beverages in covered containers are allowed in the vehicles or on board the boats.

12.3. Discounts for children

Open Water Croatia offers special discount fares for children accompanied by adults.

On selected tours, children 4 years of age and older pay 50% of the adult price. Children under the age of 4 will not be charged if seated on the lap of an adult Guest.