

5. LIABILITY/RESPONSIBILITY

5.1. The Tour Operator shall not be liable for any damage caused by the clients and their behavior, such as terrorism, theft, criminal offences or any other actions contrary to the laws and regulations, hotel practices and rules of conduct.

6. FORCE MAJEURE

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6.2. "Force majeure" shall mean any external and extraordinary circumstances (e.g. natural disasters, including fire, earthquake, storm or flood; act adopted by the state or other competent authority, work stoppage or trade union demonstration not organized or initiated as a consequence of any act or neglect by the Tour Operator and/or Agency) that did not exist prior to the conclusion of this Agreement, that could not have been foreseen, and that have arisen independently of the wishes and influence of the parties to this Agreement, their emergence, course and consequences not being preventable using measures, means, actions or omissions which could not have been, in the interplay of the circumstances and actual situation in question, justifiably demanded and reasonably expected from the Contracting Party suffering from force majeure which impedes the performance of a part of or all obligations arising from this Agreement.

7. TERM AND TERMINATION

7.1. This Agreement shall immediately come into force and shall continue in force for a period of one year and shall continue after the expiry of this fixed period on the same terms and conditions for further three years on a rolling basis unless and until is terminated by either party, giving to the other party not less than 30 (thirty) days' prior written notice.

7.2. Either party shall be entitled forthwith to terminate this Agreement by giving written notice to the other party at least 14 days in advance in the case that the other contracted party commits any material breach of this Agreement or if the other party goes into liquidation.

8. SETTLEMENTS OF DISPUTES

8.1. Agreement parties will try to reach a reasonable settlement of any dispute that may arise from this Agreement. If such procedure proves unsuccessful, the matter of dispute will be brought up by mutual consent to the Court of Commerce (Trgovački sud) in Pazin.

9. FINAL DEFINITIONS

9.1. This Agreement becomes valid on the day of signing. The Agency is obliged to deliver the signed copies of the Agreement to the Tour Operator within 15 days after receiving the Agreement. Otherwise, the agreement shall not produce any legal effects. This Agreement consists of two equal copies, one of which is kept by each party.

IN WITNESS WHEREOF, the parties first herein stated have executed this AGREEMENT on this day and year stated above.

For and on behalf of:

For and on behalf of:

V. K. Travel Collection d.o.o.

Valeria Kukharuk
General Manager

SIGNATURE

SIGNATURE

Date:
(Stamp required)

Date:
(Stamp required)