

# GENERAL TERMS AND CONDITIONS

## HOW TO BOOK ACCOMMODATION?

Choose the time period of Your stay. If the selected accommodation unit is available, the system will calculate the final price with all discounts and/or additional payments. When the system calculates the price, it will notify You if you can book the accommodation immediately, or you have to wait for the confirmation of availability from us.

## CONFIRMATION OF THE RESERVATION

If it is possible to book the unit on-line, You will be redirected to a secure page to make the payment. Only after the payment is made, Your reservation is valid. You will receive the confirmation. After the payment is made, Your reservation is valid.

## PAYMENT OF THE RESERVATION AND VOUCHER

You can pay for the reservation with a credit card or bank transfer (see for our bank details). The bank transfer is not available if the beginning of Your stay is within 5 work days for payments from abroad, or 3 working days for payments within Croatia. If You are making a reservation 60 days or more from the date of your arrival, You can pay 30% to confirm the reservation, and 70% at least 60 days before arrival date. If Your arrival is within 30 days, You will need to pay the full amount to reserve the accommodation.

After the payment is made, You will receive confirmation of Your reservation.

**By realizing the payment for the booking, the client certifies that he/she is completely familiarized with all the details and conditions under which the particular accommodation unit is offered. By realizing the payment, everything stated in these General Terms and Conditions, becomes a legal obligation of the client and us. All the conditions and terms become legal obligation of both the client and us.**

## PAYMENT OF THE RESERVATION

**For payment from abroad (foreign-exchange account)::**

**Remitter** First Name and Name of the holder of the reservation with home address  
**Receiver:** Tihomir Marić, Tuškanac 33, 10000 Zagreb, Croatia  
**Bank:** RAIFFEISEN BANK AUSTRIA d.d.,  
**Foreign-exchange account:** SWIFT: RZBHHR2X, IBAN  
HR9424840083190082762  
**Subject:** reservation of booking

## **PAYMENT DYNAMICS**

After confirmation, the guest is required to pay 30% of the full amount within 24 hours (not counting Saturdays, Sundays or holidays) to make the reservation valid. The other 70% the guest is required to pay at least 60 days before arrival. If Your arrival is within 30 days You will need to pay the full amount within 24 hours (not counting Saturdays, Sundays or holidays) to make the reservation valid.

## **PAYMENT METHODS**

### **credit card with PayPal payments**

- Using PayPal we can accept PayPal payments, credit cards and debit cards.
- **Supported countries:** All countries
- **Accepted currencies:** CAD, EUR, GBP, JPY, AUD, NZD, CHF, HKD, SGD, SEK, DKK, PLN, NOK, HUF, CZK, ILS, MXN, BRL (for Brazil only), MYR (for Malaysia only), PHP, TWD, THB, RUB and USD.
- **Transaction fees:** Vary by location, please refer to PayPal.

### **bank transfer**

If You wish to pay for Your reservation with bank transfer, You need to pay the required amount within 24 hours from the time of on-line reservation, or time You receive confirmation of availability from us. At the same time, You are obligated to send us a confirmation of the payment. In contrary, we are not obligated to carry out the service of the reservation. We are not responsible for outstanding reservations of services caused by not receiving the confirmation within 24 hours (except for Saturdays, Sundays and holidays). All bank costs are to be paid by You. All reservations not paid in full will not be considered valid.

The bank transfer is not available if the beginning of Your stay is within 5 work days for payments from abroad, or 3 working days for payments by bank transfer within Croatia.

## GENERAL CONDITIONS FOR ACCOMMODATION SERVICES OFFER

### 1 CONTENTS OF CONDITIONS FOR OFFERING SERVICES FOR ACCOMMODATIONS

The general conditions for offering services for accommodations are part of the contract between us and the traveler who accepts the offered arrangement. Everything that is listed in the general conditions represents a legal commitment for the guests, as well as for us. The general travel conditions are published on our Internet pages.

### 2. CATEGORY AND DESCRIPTION OF THE SERVICE

The accommodation units are described according to the official evaluation given by the local tourist organization during the issue of the working license.

The standards of accommodation, nutrition, service and others, of places and countries are different and cannot be compared. We offers those services listed on its Internet web page, catalogue and other printed material , which is not necessarily equal to those services offered by other selling points.

If the traveler did not make a special request for a room/apartment, he will accept the given reservation in the accommodation desired, listed in the brochure and price list. If possible, we will try to meet additional requests of the traveler for the accommodation (extra bad, comfort), but cannot guarantee to fulfill all additional requests.

### 3. CONTENTS AND PRICES OF ACCOMMODATION

All service prices are listed for each accommodation unit, and include those services linked to the specific reservation for the unit desired.

Additional services are services that are offered by the accommodation unit, but since they are not included in the price, the traveler pays for them separately. Additional services have to be asked for during the registration process. Those services are paid for additionally, according to the price given by the accommodation facility, and they will appear on the final bill.

Optional services are services that are offered by us, but they are not bound to the offer of the given accommodation unit.

The prices of the accommodation units are given in Euro.

#### 4. BOOKING OF RESERVATIONS

All reservations are done electronically by choosing the time period of Your stay filling in the form that is available on our website. If the selected period is available, the system will calculate the final price with all discounts and/or additional payments. When the system calculates the price, it will notify You if you can book the accommodation immediately, or you have to wait for the confirmation of availability from us. When making the reservation, travelers have to provide correct data, which is requested on the form. We are not responsible for the exactness of the data that is given by the traveler during registration. In case of incorrect data, we hold the right to change the prices and to claim the price difference on the spot.

#### 5. RESERVATIONS AND PAYMENTS

Inquiries and reservations of accommodation are received electronically and by telephone. With the payment of the reservation traveler confirms he has studied and understands "General conditions for accommodation services offer" and accepts it in full. With payment of the reservation, the agreement becomes a legal obligation to the traveler as well as to us.

We give the traveler access to relevant promotion material or program in electronic form, give the traveler all relevant information about the travel, and give or refer the traveler to general conditions which are a constitutional part of this contract. During the reservation the traveler is responsible for giving all necessary data for the reservation procedure.

With the payment the reservation becomes valid, any other confirmation given in written or orally is not valid as a reservation. For the reservation of service the traveler is required to pay 30% of the full amount to make the reservation valid. The other 70% the traveler is required to pay at least 60 days before the start of using the service.

If the date of arrival is within 30 days it is necessary to pay 100% of the amount for the requested and confirmed service. Payment is possible by bank transfer to the bank account of the owner of Villa or on-line payment by credit card. The traveler is considered to understand "General conditions for accommodation services offer". The bank transfer is not available if the beginning of Your stay is within 5 work days for payments from abroad, or 3 working days for payments by bank transfer within Croatia. In this case, please call us to make arrangement if is possible.

After receiving full payment for the chosen service, the traveler will be sent an email as confirmation. The email serves as a proof that the reservation of the service has been carried out. If more people wish to be added to the accommodation than those listed on the email of confirmation, the accommodation facility has the right to refuse the accommodation to the travelers that are not registered, unless they agree to pay all the additional charges that may apply.

With the payment of the reservation the traveler confirms that he/she understands all the conditions that may apply to the specific accommodation unit. With payment of the reservation the traveler confirms that he accepts the general conditions of the offered accommodation service. With payment of the reservation, the agreement becomes a legal obligation to the traveler as well as to us.

Note: All payments will be effected in EURO.

## 5.1. PAYMENT OF THE RESERVATION

### **For payment from abroad (foreign-exchange account)::**

**Remitter** First Name and Name of the holder of the reservation with home address

**Receiver:** Tihomir Marić, Tuškanac 33, 10000 Zagreb, Croatia

**Bank:** RAIFFEISEN BANK AUSTRIA d.d.,

**Foreign-exchange account:** SWIFT: RZBHHR2X, IBAN  
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**Subject:** reservation of booking

## 5.2. PAYMENT DYNAMICS

After confirmation, the guest is required to pay 30% of the full amount within 24 hours (not counting Saturdays, Sundays or holidays) to make the reservation valid.

The other 70% the guest is required to pay at least 60 days before arrival.

If Your arrival is within 30 days You will need to pay the full amount within 24 hours (not counting Saturdays, Sundays or holidays) to make the reservation valid.

## 5.3. PAYMENT METHODS

### - **credit card** with PayPal payments

- Using PayPal we can accept PayPal payments, credit cards and debit cards.
- **Supported countries:** All countries
- **Accepted currencies:** CAD, EUR, GBP, JPY, AUD, NZD, CHF, HKD, SGD, SEK, DKK, PLN, NOK, HUF, CZK, ILS, MXN, BRL (for Brazil only), MYR (for Malaysia only), PHP, TWD, THB, RUB and USD.
- **Transaction fees:** Vary by location, please refer to PayPal.

### - **bank transfer**

If You wish to pay for Your reservation with bank transfer, You need to pay the required amount within 24 hours from the time of on-line reservation, or time You receive confirmation of availability from us. At the same time, You are obligated to send us a confirmation of the payment. In contrary, we are not obligated to carry out the service of the reservation. We are not responsible for outstanding reservations of services caused by not receiving the confirmation within 24 hours (except for Saturdays, Sundays and holidays). All bank costs are to be paid by You. All reservations not paid in full will not be considered valid.

The bank transfer is not available if the beginning of Your stay is within 5 work days for payments from abroad, or 3 working days for payments by bank transfer within Croatia.

## 6. SOJOURN TAX

According to the Law on sojourn tax of the Republic of Croatia, the Traveller is obligated to pay the sojourn tax along with his/her accommodation payment. In our case sojourn tax is paying the owner of Villa Zvizdan. The total amount of the sojourn tax for a specific reservation is determined by the destination in the Republic of Croatia as well as the accommodation service dates.

## 7. THE RIGHT TO CHANGE AND CANCEL

We commits itself to assure to the traveler the accommodation in the reserved period, except in case of exceptional circumstances (war, riot, strike, terrorist activities, sanitary troubles, bad weather, intervention of the authorities etc.)

We can offer changes to the reserved accommodation or cancel the accommodation completely or partly, if before or during the time of the stay special circumstances appear that can not be avoided or declined. However, if they appear during the time of the agreement, we are not obligated to accept the reservation of the unit in question.

If the traveler pays the reservation which we are unable to fulfill (online or by the wrong offer) the traveler will be offered an alternative.

If we have the possibility to offer the traveler an alternative, a change of the reserved accommodation can be carried out only with the permission of the traveler. The alternative must be of the same, or higher, quality than the one reserved initially. If the traveler accepts the alternative, and it is more expensive than the initial offer, the traveler is obligated to pay the difference. If the alternative is cheaper, we will return the difference to the traveler.

We have the obligation to immediately inform all arriving travelers about changes to the reservation or cancellation, and if no alternative accommodation can be found, to

refund the amount paid by the traveler less the administrative charges.

## 8. THE RIGHT OF THE TRAVELER TO CHANGE AND CANCEL

If the traveler wishes to change or cancel the reservation, it has to be in written (e-mail, mail or fax) . By "change" it is considered a change in the number of people, or change of the dates of travel, at least 30 days before using the the service. First change of the reservation, if it is possible without extra expenses, will be made for free. For any more changes the traveler will be charged the expenses of 15 EUR per change. If the change of the reservation is not possible, and the traveler cancels a confirmed reservation because of it, lower mentioned conditions apply. Any change of accommodation unit and any change within 30 days before using the service is considered a cancellation of the reservation.

The cancellation costs will be calculated from the date on which we receives a written request for the cancellation, and it is as follows:

1. For the cancellation up to 56 days prior the arrival, we charges 30% of the full price of the reservation, a minimum of 15 EUR.
2. For the cancellation in the period between 55 and 43 days prior the arrival , we charges 50% of the full price of the reservation.
3. For the cancellation in the period between 42 and 29 days prior the arrival, we charges 70% of the full price of the reservation.
4. For the cancellation in the period between 28 and 0 days prior the arrival, we charges 100% of the full price of the reservation.
5. If the traveler does not arrive to the destination or cancels the service of the accommodation after it began, we charges the full price of the reservation.

For every cancellation of the reservation we charges 25 EUR of manipulative expenses. If the traveler has to cancel within 7 days before using the service, we offers the traveler a possibility to find a new user for the same reservation (if it is possible), in which case we charges only for an exchange fee. The new user has all the responsibility from these "General conditions".

If the costs of the accommodation are in fact higher than what was initially given, we has the right to charge the difference. The above mentioned cancellation fees are used primarily for the changes of the reservation, but also for all other essential changes.

## 9. OUR RESPONSIBILITY

We are bound to make sure all the services are carried out professionally, on its part as well as that of the accommodation facility. Also, we are bound to make sure that all the rights of the traveler are managed according to the common law.

We are to make sure that the traveler gets all the services included in the rented accommodation. Furthermore, we have to answer to the traveler in case of non-performance of the services expected.

We will not be responsible for the lack of a service that is caused by higher forces, or by inevitable delays in transportation, where the transporters are not in fault, according to the international rules and regulations. In these cases the traveler is responsible for all additional costs that may apply.

## 10. RESPONSIBILITY OF TRAVELER

The traveler commits itself to the following:

- to have on hand all valid travel documents. All costs for loss or theft of the documents during the travel period are carried by the traveler.
- to respect the customs formalities, and the rules for the currency of the Republic of Croatia, as well as other countries visited during the travel.
- to respect the rules and regulations of the rented accommodation unit, and to collaborate with the Accommodation facility accordingly.
- upon arrival to the rented accommodation unit, the traveler is expected to present the given voucher, where the number of people and type of service to be offered are specified.

In case these obligations are disregarded, the traveler is responsible for all additional fees that may apply, and for all damages the traveler caused, and is bound to pay the damages to the service provider on the spot.

## 11. LUGGAGE

Luggage is carried at the risk of the traveler and therefore a luggage insurance is recommended.

We are not responsible for damage or loss of luggage, for theft of luggage, or valuables left in the accommodation unit. Reports for damage or loss of luggage should be made to the accommodation facility and to the nearest police station.

## 12. SOLVING COMPLAINTS

Every traveler, holder of the contract, has the right to complain to the non-performance of the agreed service. If the services offered are not entirely fulfilled, or below the quality standard, the traveler may require a partial compensation by

submitting a written complaint. Every traveler has the right of complaint for not getting the paid service. Every complaint has to be submitted separately by the traveler.

If the traveler is not satisfied with a specific situation upon arrival, he is obligated to inform us (receptionist or owner of accommodation, etc.), giving explanation to his dissatisfaction. The traveler should contact owner first and try to get a satisfactory solution. The traveler is obligated to cooperate with the owner in good will to solve the problem.

If the problem is not solved, within 8 days after returning from the trip the client has to deliver a complaint in writing to the owner, enclosing the written complaint, together with all documentation and photographs which proves the complaint, by e-mail or mail. We will consider only complete and documented complaints received within 8 days from returning customer.

While the solving of complaint lasts, at most 14, that is 28 days after the complaint is made, the traveler will not use any other person, or other institution, or giving information in the media. Also, during this period, the traveler agrees not to sue.

The highest compensation regarding a complaint can be the amount of the objected part of the service, but cannot cover already used services or the complete amount for the accommodation used. That excludes the right of the traveler to any compensation of non material or optimal damage. We can not be considered responsible for weather conditions, sea temperature, or other similar situations or events that are unsatisfactory, and are not directly connected with quality of the reserved accommodation unit (bad weather, bad beach, public beach is far from the accommodation, noise, traffic jams, crime or damage of property etc.).

We will not accept any complaints on arrangements with special discounts, including LAST MINUTE OFFER and other special offers.

### 13. COMPETENCE OF THE COURT OF JUSTICE

The traveler and we will try to solve any disputes in good will, however in case of a judicial dispute, the court of justice is located in Zagreb, with relevant law being Croatian law.

The information gathered through the reservation form are considered personal data and is protected by prescribed applicable Croatian and EU regulations. These data will be used only for the purpose of exercising the rights and fulfilling the obligations arising from reservations made through our website, and will not be used for other purposes.

The certificate reservations confirm that the information provided in the booking form is true and correct and that you are familiar with the purpose of their collection and processing.