

## **GENERAL BUSINESS CONDITIONS OF CROATIA TOURS MAKARSKA d.o.o.**

### **1. IN GENERAL**

CROATIA TOURS MAKARSKA d.o.o. is a travel agency (hereinafter: CROATIA TOURS) that performs mediation, presentation, sale and other agency specialized activities in renting of private properties such as: Villas, Holiday Homes and Apartments, with or without swimming-pools. CROATIA TOURS concludes agency contracts for providing of accommodation services directly with property owners in order to provide its guests a service at the highest possible level. All advertized properties are under a contract with CROATIA TOURS and they all have licenses issued by the competent state authorities. All provided photos, descriptions and information about private properties are accurate.

### **2. INTRODUCTION**

The rental contract which you enter into with CROATIA TOURS as an agent, you as a lessee (hereinafter: Guest) actually conclude with the villa-vacation house owner (hereinafter: Property) as a lessor (hereinafter: Owner).

CROATIA TOURS acts exclusively as an agent and it shall be liable only as an agent. By paying an advance for the reservation of the selected property in the requested period

you unconditionally accept these General conditions. CROATIA TOURS retains the right of change of these General conditions which shall be published on the web page of CROATIA TOURS [www.croatiatours-villas.com](http://www.croatiatours-villas.com), which come into force on the day of publishing.

After CROATIA TOURS receives the payment of the reservation advance, it shall send a written property reservation confirmation to the guest (hereinafter: confirmation), which shall contain a precise property location.

A written reservation confirmation together with these General Conditions make a Rental contract between the guest as a lessee and owner as a lessor.

The guest must be at least 21 years old on the villa reservation day.

### **3. PRICES AND PAYMENT**

Unless otherwise mentioned, all the prices are stated in Euro per property per day.

The reservation is binding, and an advance payment in the amount of 30% of the agreed accommodation price is required at the reservation, after which the reservation is confirmed, the contract with the owner is concluded and these General conditions, which make a constituent part of the property rental contract, are accepted.

After the completion of the reservation process and payment CROATIA TOURS shall send a written reservation confirmation by email, which contains all the necessary information about the accommodation and along with these General conditions it represents a Rental contract concluded with the owner with the mediation of the agency CROATIA TOURS. The rental contract is considered concluded at the moment when CROATIA TOURS receives the paid advance amount. In case that the payment is not made within 7 (seven) days from the reservation day, the Rental contract is deemed terminated, and CROATIA TOURS is authorized to conclude a new Rental contract with another guest, without a special notice to the guest.

The costs of water, gas, electric power and internet as well as bed-linen, towels, kitchen towels, final cleaning of the interior, maintenance of the swimming-pool and exterior, registration of stay and residential tax and the value added tax are included in the accommodation rental price.

The permitted payment method for the advance payment are credit cards (Master Card, Visa and Maestro) and bank transfer.

The amount that will be charged on our foreign credit card is in Euros (EUR). If you have a different currency on your credit card a conversion to Euros will be made by your credit card compan. As a result of this conversion it is possible to have small deviations between the price shown on our web site and

the one charged on your credit card.

Once he has made a reservation, the guest will have 24-hours to cancel the reservation without being charged anything.

For the payments over the bank transfer the charge is made in EUR and there is no possibility of exchange rate differences. CROATIA TOURS cannot be responsible for the exchange rate differences or fees of other bank institutions.

For the rest payment (70% of the agreed accommodation price) the same payment methods like for the advance payment are permitted. The payment by credit card and bank transfer has to be made no later than 30 days before the arrival to the property so that CROATIA TOURS has enough time for forwarding the payment to the owner. After the rest payment has been received, CROATIA TOURS shall send a written confirmation by email, which contains all the necessary information about contact person, along with names and ages of all the travellers.

In case of reservation cancellation all the payments which are made to CROATIA TOURS cannot be returned because CROATIA TOURS forwards the payments to the owners according to an agreement with owners. We recommend to Guest to contract a travel insurance which covers the travel cancellation risk, with their own insurance company.

### 3.1. Reservations which were made 30 days and more before the beginning of the rental period

For the reservations which were made 30 days or more before the beginning of the rental period, the following conditions shall apply:

a) the paid advance payment of 30 % of the total agreed accommodation price, has to be received by CROATIA TOURS within 2(two) days, if the payment through bank transfer has been selected. If the payment method with a credit card has been selected, then the advance payment of 30 % of the total agreed accommodation price is due for payment IMMEDIATELY.

b) the rest of 70 % of the total agreed accommodation price is due for payment no later than 30 (thirty) days before the beginning of the rental period, if the payment is made by credit cards or bank transfer. If the payment in cash is selected (in the properties in which that possibility is permitted which is mentioned on the web page of CROATIA TOURS) the rest of 70% is due for payment immediately after the guest's arrival, and the guest is obliged to pay the rest immediately directly to the owner. There is no possibility to pay electronically (cards) in the property.

### 3.2. Reservations which were made 30 days and less before the beginning of the rental period

a) The total rental amount is due IMMEDIATELY for payment by credit cards and bank transfers.

b) In case that the guest selects the payment of a part of the agreed accommodation price in cash (in properties in which that possibility is permitted, which is marked on the web page CROATIA TOURS) the advance payment in the amount of 30% from the total agreed accommodation price is due IMMEDIATELY for payment, and the rest of 70% is due for payment immediately after the guest's arrival, and the guest is obliged to pay immediately the rest directly to the owner. There is no possibility to pay electronically (cards) in the property.

### 3.3. Non-observance of the payment due dates

The guest is obliged to make payments within the period and in a way described in this clause of the General Conditions. If the guest does not obey the payment due dates, such behavior is considered a severe breach of contract obligations and the Rental Contract is considered terminated without the notice period, and CROATIA TOURS is not obliged to inform the guest about it.

CROATIA TOURS shall, although it is not obliged, but in accordance with its business policy of

a special appreciation of its guests, send the guest a notice as a reminder of the payment obligation with an appropriate fulfilment period before the contract termination if possible. At the occasion of the contract termination no payments made to CROATIA TOURS shall be returned to the guest.

#### **4. CANCELLATION AND CHANGES**

A concluded rental contract can be cancelled only in writing (by email). The cancellation is effective only from the day when CROATIA TOURS received such a cancellation notice and only under the conditions from this Clause.

In case of cancellation of the Rental contract all the received payments until the cancellation date shall be retained, and the guest is not entitled to their return. CROATIA TOURS recommends the guests to contract an own travel insurance which covers the risk of travel cancellation.

In case that the guest can find another guest as his substitute in the same period, for the same price and under the same conditions, CROATIA TOURS shall transfer immediately after a written receipt of all necessary data about the new guest the Rental contract to a new guest, and it shall send him/her a written confirmation about it. The already received accommodation price sums shall be retained by CROATIA TOURS after the transferred contract, and the new guest is obliged to pay the rest up to the total accommodation price depending on the previously selected payment method which makes an integral part of the contract.

An additional change of the property is not possible, and all the received payments are retained because CROATIA TOURS as an agent has a concluded Agency Contract for the provision of accommodation services with the property owners who are various physical persons or legal entities, and an invoice is issued at the reservation, the tax is paid and the money is paid to the owner.

In case that the property is not available for the rent due to the Act of God such as earthquake, flood, fire etc. CROATIA TOURS and the owner are not liable for the cancelled reservations. If it is possible the guest shall be offered an alternative accommodation or return of the money paid until then.

#### **5. RENT BEGINNING**

The time of arrival and departure which is mentioned in the confirmation is unchangeable and the guest has to obey it. The confirmation contains information about the time at which the property prepared for arrival. In case of an earlier arrival the guest shall not be able to take over the property before the time of arrival mentioned in the confirmation. The keys shall be with the owner or the key holder, who will be at the property. The keys shall be handed over only in case that the full rental fee is paid. The check-out from the property must always be no later than 10.00 a.m. on the departure day, and the guest is obliged to return the keys to the owner or the key holder.

In case of a later departure than the agreed one, the guest is obliged to pay to the owner all additional costs, which incurred to the owner, and the owner charges them directly on the spot to the guest.

#### **6. PROPERTY**

##### **6.1. Number of guests**

At any time the number of persons accommodated in the property and its belonging premises cannot be higher than the one mentioned in the confirmation. This number of persons includes also children regardless of their age. The children up to one year of age are excluded if their arrival is announced. At wish of the guest the number of persons can be increased until the maximum capacity no later than 3 (three) days before arrival. The requested change of the guest number must be submitted in writing by an email directly to CROATIA TOURS [contact@croatiatours-villas.com](mailto:contact@croatiatours-villas.com).

After the beginning of the lease, the guest is obliged to announce previously all visitors which come to visit him/her. The total number of persons which are in the property or at the area around the property,

including the guests and visitors, cannot be higher than the maximum number of guests permitted, without a special permission of the owner.

If more persons than the maximum permitted number stays in the property or on the possession around the property without the permission of the owner, the owner and/or CROATIA TOURS retain the right to terminate the lease agreement which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently together with all persons which stay there within 2 (two) hours, and he is not entitled to demand the return of the sum of the paid accommodation from the owner or CROATIA TOURS.

## **6.2. Youth groups**

In case that the guests are younger than 25 years, they are obliged to inform CROATIA TOURS immediately at the reservation about the exact number of guests and their age. In this case a payment of an additional deposit might be necessary for the insurance against the property damage. CROATIA TOURS and the owner retain the right to reject the groups of guests younger than 25 years in case that CROATIA TOURS has not been informed about their arrival, and in that case the guests are not entitled to a return of the paid accommodation price

## **6.3. Pets**

The permission to keep pets shall be marked on the web page of CROATIA TOURS near each property which allows pets under the conditions foreseen for each property separately, which shall be mentioned on the web page. Each additional costs compensation for the cleaning regarding the pets shall be clearly mentioned on the web page near the property. During the reservation process the guest has to state the number of pets, and an additional cleaning costs charge (if it is foreseen) related to pets is automatically added to the total rental fee amount. It is not permitted to keep a larger number of pets than the number which is registered and mentioned on the confirmation. In case that the guest wishes to bring more than 2 (two) pets, he/she must additionally contact CROATIA TOURS, and without a written permission it shall not be permitted to keep more than 2 (two) pets in a property. The pet owners are responsible for cleaning of pet waste after their pet, and the pets are not allowed to sit on the furniture at any moment. Each evidence on the stay of a pet on the furniture may cause additional cleaning costs. All pets must be timely vaccinated against rabidity and all other illnesses in accordance with the valid regulations. The guests are recommended an appropriate prevention for the protection of pets against common illnesses. Keeping of pets in a property is an exclusive responsibility of the guest, and owners and CROATIA TOURS do not take over any responsibility for a possible illness or injury which the pets might suffer during the stay. The approach to the swimming pools is strictly forbidden to the pets.

In some property's keeping of pets is not permitted. However, neither the owner nor CROATIA TOURS can guarantee that there were no pets in the house previously, or that the owner has no pets. CROATIA TOURS does not take over a responsibility for the allergic reactions of guests which might occur in any of the houses.

If the guest brings a pet which was not announced, the owner and/or CROATIA TOURS retain the right to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently within 2 (two) hours with all the persons who stay there, and he is not entitled to demand from the owner or CROATIA TOURS the return of the paid accommodation price.

## **6.4. Newly built properties**

At the reservation of the newly built properties the guest must be aware that it might happen that there was not enough time for the grass, plants, flowers or other horticulture to grow in the garden, also, there is possibility that interior furniture and equipment might differ from the photos, in case 3D photos were provided at the time of the reservation.

## **6.5. Noise**

There is a possibility that the guests suddenly hear noise in the property area, which comes from a construction site, traffic or similar. Neither the owner, nor CROATIA TOURS can be considered responsible for the mentioned noise. In case that the guests disturb public order by noise and banter and do not calm down after

the warning, that can be considered a severe breach of the rental contract provisions, in which case the owner and/or CROATIA TOURS are authorized to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently together with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price from the owner or CROATIA TOURS.

## **6.6. Swimming pools and Whirlpools**

The guest is obliged to obey the instructions of any kind which refer to the usage of swimming pools and which are given by the owner or CROATIA TOURS due to his/her own safety. The guest is responsible for using a swimming pool in any sense. The children must not be present at the swimming pool area without the supervision of adults. The guest uses the swimming pool at his/her own responsibility. If the accommodation is reserved out of the summer season it might happen that the swimming pool is out of use.

You should take into consideration that the usage of whirlpools is related to certain health risks, and you use it at your own responsibility. The water in the whirlpools might not be warm until the late evening hours on the day of the guest's arrival. It is forbidden to stand on the whirlpool lids. The lids are used for isolation, they are not designed and adjusted to bear weight of a person and can be easily broken. In case that the lid is broken, the guest is obliged to compensate damage directly to the owner.

## **6.7. House rules**

Each property has its house rules which is put on a visible place and available to the guest. Guests are obliged to obey the house rules. If the guests do not obey the house rules, that can be considered a severe breach of the rental contract provisions, in which case the owner and/or CROATIA TOURS are entitled to terminate the rental contract, which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price from the owner or CROATIA TOURS.

## **7. DAMAGE**

The guest is obliged to behave responsibly towards the rented property with an appropriate observance. The guest is obliged to return the property in the condition in which he/she received it. For any caused damage the guest is liable directly to the owner. If the deposit sum does not cover the damage the guest is obliged to pay the difference up to the total damage amount directly to the owner.

An intentional property damage or disturbance of public order is considered a severe breach of provisions of the Rental contract, in which case the owner and/or CROATIA TOURS are authorized to terminate the Rental contract which comes into force immediately, without the notice period, and the guest is obliged to permanently leave the property within 2(two) hours together with all the persons which stay there, and he/she is not entitled to demand a return of the paid accommodation price from the owner or CROATIA TOURS.

The guest is obliged to report to the owner immediately the occurrence of any kind of damage on the property or area around the property during the rental period. At the guest's departure and before the return of keys, the guest is obliged to examine the property and the property around the property with the owner.

In case no damage is caused, the owner is obliged to return the deposit from the Clause 8 of these Conditions, to the guest.

It can be also considered that a damage is a need for an additional cleaning due to the especially bad condition in which the guest returned the property to the owner, and the owner is entitled to use a deposit to cover that damage or demand an immediate payment.

CROATIA TOURS has no liability for the possibly caused damages to the owner or to the guest if he/she does not want to return the deposit. All possible disputes the owner and the guest shall settle among themselves without CROATIA TOURS.

## **8. DEPOSIT IN CASE OF DAMAGE**

The guest is obliged to leave a deposit in cash on the arrival to the property for the insurance the possible caused damages. The deposit sum which the guest is obliged to give to the owner at the arrival shall be stated in a written reservation confirmation. The deposit serves as a security to the owner for caused damages in the property, and the owner is entitled to cover the damage from the deposit. In case that the caused damage is higher than the deposited sum, the guest is obliged to pay the total damage amount to the owner. If no damage is caused to the property, the owner is obliged to return the deposited sum to the guest at the takeover of keys at the guest`s departure.

## **9. ADDITIONAL SERVICES**

### **9.1. Telephone**

The use of telephone is not included in the accommodation price, but it can be agreed directly with an owner if there is a possibility. The calculation method for the use of phone is a subject of the agreement between the guest and the owner. If a use of phone is agreed as an additional service the owner is entitled to demand from the guest to leave a higher deposit from the Clause 8 of these Conditions than the deposit mentioned in the Confirmation.

### **9.2. Other additional services**

If the guest has special requests which are not included in the accommodation price (such as cooks, waiters, special food etc.) they shall be fulfilled, if there is a possibility, by the owner or a third party. Additional services must be announced in advance by email in order to be fulfilled, if there is a possibility, in the top quality.

CROATIA TOURS neither provides additional services nor charges them, but only gives a support in their arrangement, and CROATIA TOURS cannot be considered liable for the quality of services provided by third parties.

## **10. DAMAGES, COMPLAINTS AND REPAIR**

If the guest at takeover of the property notices an insufficient cleaning, damage or other irregularities in the property, or has complaints of other type, he/she shall file a complaint without delay and no later than within 24 hours. The complaints regarding cleaning are filed immediately. The complaint is filed directly to the owner or his/her authorised representative. If the complaint is not settled in a satisfactory way for the guest, the guest shall contact directly CROATIA TOURS by phone or email in order to settle the complaint in a satisfactory way.

Written complaints are delivered to the email address: [contact@croatiatours-villas.com](mailto:contact@croatiatours-villas.com)

It is an obligation of the guest to try to avoid the damage occurrence or its expansion and to contribute the effort to minimise any loss for the owner.

In case of filing of any complaints the guest is obliged to give an appropriate term to the owner to settle the complaint.

CROATIA TOURS has examined the object condition at the contract conclusion with the owner, and it is not liable for possible additional deviations from the provided information mentioned on the web page. The guest`s departure from the property before the end of the foreseen rent and without the previous notice and agreement with CROATIA TOURS shall be at risk and costs of the guest, and CROATIA TOURS has no liability. If the guest does not leave an appropriate term to the property owner for the removal of irregularities related to the damage repair or move to another property he/she loses right to them, and in that case he/she cannot terminate the concluded Rental Contract.

The owner is exclusively liable to the guest for a possible direct property damage. Neither CROATIA TOURS nor the owner can be considered liable for any form of a non-material damage in the form of a breach of personality right.

#### **11. PROPERTY TECHNICAL EQUIPMENT**

Properties contain all necessary devices, technical equipment and other conveniences which secure a pleasant stay to the guest. The owner is obliged to secure the proper function of all devices in the property.

In case of a non-function or failure of any of the devices the guest shall inform the owner and/or CROATIA TOURS about the occurred situation so that CROATIA TOURS could demand from the owner to organize the repair and remove the failure as soon as possible. The owner is obliged to remove the reported failure within a reasonable period. The owner is liable directly to the guest for the failures, and CROATIA TOURS shall undertake everything possible to repair or remove the failures or other irregularities in the shortest possible period.

#### **12. CROATIA TOURS AS AN AGENT**

CROATIA TOURS is a tourist agency which provides agency services in the property rent on the basis of an agency contract on provision of accommodation services concluded with the property owners, and it is not their owner. The owner is obliged in the contract with CROATIA TOURS to give true and complete information about the property, and therefore he/she takes over a full responsibility towards the guest. If in opposition to the expectations of CROATIA TOURS the accommodation reservation cannot be completed due to the reasons which are out of control of CROATIA TOURS, such as due to the sale on the basis of the court order or due to severe contract breach by the owner or something similar, CROATIA TOURS is authorized to cancel the reservation, and the agreed amount which was already paid by the guest, shall be returned to him/her without delay. As an alternative and on the basis of the selection of the guest, CROATIA TOURS can offer another, similar property for the same price to the guest.

#### **13. ACT OF GOOD**

In case that the concluded Rental contract cannot be fulfilled or its fulfillment becomes significantly difficult due to an act of good (e.g. war, natural disaster, environmental disaster, epidemics, closing of borders, strike and similar act of god) which could not be foreseen at the time of the rental contract conclusion, CROATIA TOURS and the owner may terminate the Rental Contract as neither CROATIA TOURS, nor the owner can be deemed liable in the above mentioned cases.

#### **14. FINAL PROVISIONS AND JURISDICTION**

CROATIA TOURS is not liable for photographic errors and print-out errors of a written confirmation.

CROATIA TOURS transmits all the property information on the web page and aims at providing as accurate and up-to-date information as possible, which it collects from the property owners. The owner is exclusively liable for giving accurate and complete information about the property, and CROATIA TOURS cannot be considered liable in case of inaccurate, incomplete or false information.

Each business use of information published on the web page [www.croatiatours-villas.com](http://www.croatiatours-villas.com), including any partial or complete reproduction represents a breach of the copyright and it is legally forbidden.

In case of breach of provisions of this Rental contract the owner (after the consultation with CROATIA TOURS) and/or CROATIA TOURS are obliged to terminate the Rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently within 2 (two) hours together with all the persons who stay there, and he/she is not entitled to demand a return of the paid accommodation price from the owner or CROATIA TOURS.

These General business conditions are made in Croatian language, and are translated into English language. In case of a doubt regarding the interpretation of particular terms in the translated version of these General conditions the original version in Croatian language shall be binding.

The contracting parties shall try to settle all possible disputes in an agreement. In case of any dispute the parties agree the jurisdiction of the competent Court in Makarska and the application of the Croatian law.







