

General Terms and Conditions

Apolinar d.o.o. travel agency

Malinska - island Krk - Croatia

ID-KOD: HR-AB-51-040086527

OIB: 59374514777

General terms for providing accommodation services

### **1. CONTENT OF OFFER**

Apolinar d.o.o. tourist agency, Dubašljanska 71, Malinska 51511 (in further text the agency) insures the accommodation service to the guest according to information available on site [www.apolinar.hr](http://www.apolinar.hr), and also in accordance with the period and details of the confirmed reservation, except in case of illness or death of the host or his closest family; and also the agency is not liable for force majeure conditions that cannot be anticipated or eliminated (natural disasters: earthquakes, floods, fires, droughts, wars, strikes, acts of terrorism and restrictions issued by the government: mobilization, ban to exit the country).

### **2. BOOKING AND PAYMENT**

Inquiries and booking for accommodation are received electronically, by e-mail or in person at the agency's offices.

When booking, the guest confirms that he accepts the General Terms entirely. In other words, everything stated in the General Terms becomes legally binding both for the guest and the agency. The agency provides the guest with all the information relevant for the journey, and also offers him travel insurance package as well as the cancellation insurance. When booking, the guest is required to give all the information necessary in the booking procedure.

To confirm the booking it is necessary to pay the advance depending on the payment method. The balance must be paid at least 15 days prior to the arrival date or directly to the host upon arrival. The guest is informed about the payment methods while confirming the reservation.

Methods of payment

Payment can be made:

#### **• PAYMENT FROM ABROAD VIA BANK TRANSFER**

This method of payment refers exclusively to foreign clients. If you decide to pay by bank transfer, please transfer the booking amount to foreign account. The payers and recipients bank transfer fees should be covered entirely by the client.

Details to be entered in the bank transfer:

Holder reservation: Name and full address of the person holding the reservation

Receptient: Apolinar do.o., Dubašljanska 71, Malinska 51511

Bank: Privredna banka d.d., Račkoga 6, HR-10000 Zagreb

ID-KOD: HR-AB-51-040086527

SWIFT: PBZGHR2X

Account number: HR1323400091117029103

Purpose of payment: Accommodation under reservation no. – number of reservation

Amount EUR: (according to the calculation received)

Reference number: reservation number

#### **• PAYMENT FROM CROATIA TO THE COMPANY'S GIRO ACCOUNT**

Guests from Croatia can pay for their reservations with cash via general payment slip to our gyro account.

Details to be entered in the payment slip:

Payer: Name and full address of the person holding a reservation

Purpose of bank transfer: payment for reservation – number of reservation

Receptient: Apolinar do.o., Dubašljanska 71, Malinska 51511

Amount €: (according to the calculation received)

Account number: HR1323400091117029103

Reference number: reservation number

Purpose of payment: Accommodation under reservation no. – number of reservation

Payment receipt

After we receive your payment, you will receive the deposit payment confirmation-voucher by e-mail.

### **3. RESIDENCE TAX**

According to the Croatian Law on the Residence Tax, guest pays the Residence Tax when paying for their accommodation. The amount of Residence Tax is stated on your price quotation. The Residence Tax is defined by the law and it varies from 0,5 to 1€ per person per day for adults.

Young people from the age of 12 to 18 have a 50% discount, while children under the age of 12 are exempt from paying. The final amount of the Residence Tax is determined by the destination in the Republic of Croatia and the travel period. Some town in Croatia have also ecological tax (from 0,10 € - 0,50 € per person a day) - the taxes will be in each case noted by each offer.

### **4. PRICE OF ACCOMMODATION UNIT**

The price of accommodation includes the basic service that is published with all accommodation units. Additional services are not included in the price of the accommodation, therefore the guest pays for them separately. These services must be requested at the time of the booking.

The prices of the accommodation are in EUR.

The agency reserves the right to make changes to the stated prices (in case when the host changes prices of the accommodation or there are changes in the exchange rates). If the changes occur prior to the payment of the advance, the agency informs the guest about the

price change. For customers who have paid an advance for their reservation, the agency guarantees the price of accommodation, stated in the price quotation according to which the advance was paid.

Should the changes occur in the exchange rate of the agreed currency or if there is an increase in the fees for the certain services that affect the price of the travel, that could not be anticipated by the agency, the agency reserves the right to increase the price up to 20 days prior to the arrival. Should the price increase be higher than 10% the guest has a right to cancel the reservation. In that case guest has the right to refund of the already paid amount without the right to compensation.

If more guests than are stated on the voucher arrive to the accommodation unit, the host has the right to deny the extra customers accommodation or to accommodate all of the customers at extra charge directly made to the host.

#### **5. CATEGORIZATION AND SERVICE DESCRIPTION**

Accommodation units are described in accordance to the official categorization of the authorized institution, and based on onsite assessment of the accommodation prior to being published.

Standards for accommodation and other services differ from country to country, and cannot be compared.

Information obtained at the point of sale does not oblige the agency in any way more than any information available on the Internet pages [www.apolinar.hr](http://www.apolinar.hr) or in the agency's printed material.

#### **6. AGENCY'S RIGHT TO CHANGES AND CANCELLATION**

The agency reserves the right to change or cancel the booked accommodation if before or during holidays special conditions occur that cannot be avoided or eliminated (See Article 1). Booked accommodation can be substituted only with the permission of the guest and by an accommodation of the same or higher category and at the price confirmed during booking. Should the substitute accommodation be available only in an accommodation unit of higher category and should the price of the substitute accommodation be higher by 15% or more than the initially booked accommodation, the agency reserves the right to charge the price difference upon consulting the customer.

In cases where substitute accommodation for paid accommodation is not available, the agency reserves the right to cancel the reservation upon prior customer notification (at least 7 days before arrival) and guarantees the refund of the complete paid amount. Should an adequate substitute accommodation not be available on the day of arrival, the agency will try to provide information on available accommodation that is not included in agency's offer and guarantees the refund of the complete paid amount.

#### **7. CUSTOMER'S RIGHT TO CHANGES AND CANCELLATION**

Should the customer wish to change or cancel a reservation after the advance payment, this must be done in written form (email, mail, or fax). The change includes the change in the number of people or change of the arrival or departure dates at latest 30 days prior to the arrival date.

The change of the accommodation unit and every change within the 30 days prior to the start of the reservation and also during the use of the accommodation unit is considered the cancellation of the reservation.

The first change to the reservation is free of charge, unless it entails further expenses for the agency. Should a change to the reservation not be possible and should the customer cancel for this reason, the conditions for the cancellation of reservation listed below will be enforced.

Private accommodation :

For cancellation from 40 days before arrival date, the value payed in advance will be charged.

Should the guest not arrive at the booked accommodation unit before midnight on the arrival date, and does not inform the agency or the host, the reservation is considered to be cancelled, and therefore the cancellation costs will be charged as described above.

Should the real costs exceed the above stated costs, the agency reserves the right to charge the difference.

Should the guest find a replacement for the cancelled reservation, the agency will only charge the real costs caused by the replacement.

#### **8. AGENCY'S OBLIGATIONS**

It is agency's obligation to take care of provided services, the choice of hosts, and customers' rights and interests according to accepted customs in tourism. The agency will carry out all stated obligations in full and as described above, except in circumstances caused by conditions beyond its control (Article 1), when Article 6 is applied.

#### **9. CUSTOMER'S OBLIGATIONS**

The customer is required:

- to have valid travel documents,
- to obey customs regulations and currency exchange regulations of the Republic of Croatia,
- to obey house rules in accommodation units and to cooperate with the host with good intentions,
- to show the document about the paid service (voucher received by email) to the host upon arrival,
- the guest is obligated to check if he needs a visa to enter the Republic of Croatia
- by confirming the reservation, the guest accepts to pay for all damages caused directly to the host.

Should the guest not follow the above listed obligations, the guest is liable for caused damage and must cover the expenses.

#### **10. LUGGAGE**

The agency is not responsible for destroyed, lost, damaged luggage, as well as for the theft of luggage or valuables in the accommodation unit (rental of a safety deposit box is recommended if available or the payment of the travel insurance that includes the luggage insurance). Lost luggage or stolen goods are reported to the host and the local police department.

#### **11. COMPLAINTS**

Each traveler - reservation holder has a right to file a complaint if the paid services were not provided. If the services provided are not satisfactory, the passenger is required to immediately notify the Agency about the inadequate service and file a complaint on the day of his/her arrival at the location to the service provider and to inform the Agency office by email at [apolinar@ri.t-com.hr](mailto:apolinar@ri.t-com.hr) or by phone at +385 (0)51 869 011. The Traveler is obligated to cooperate with the Agency representative as well as

with the service provider in a well-intentioned manner so that the cause of the complaint can be resolved. If upon arrival the traveler is not satisfied with the state of the accommodation and leaves the accommodation on his own initiative and finds another accommodation without giving the agency a chance to resolve the issue, correct the cause of the discontent, or find another accommodation for the Traveler, the Traveler does not have a right to request a refund or make a claim for compensation, regardless of the fact that his/her reasons were justified or not.

Should the Traveler accept the proposed solution which corresponds with the service rendered on the spot, the Agency will not take additional complaints into consideration or respond to them.

If the problem is not resolved on the spot following an intervention, the Traveller is obligated to submit a written complaint along with supporting documents as well as any photographs to support the complaint to the agency by e-mail at [apolinar@ri.t-com.hr](mailto:apolinar@ri.t-com.hr) or by post mail no later than 8 days following the return of the Traveler from his/her trip. The Agency shall only take into consideration fully documented complaints which are received within the 8-day deadline.

The agency is obligated to make a written solution to the complaint within 14 days of receipt of the written complaint. The agency can postpone the deadline in order to collect the evidence and check the claim quotes with the service provider but not for more than 14 days. The agency will take into consideration only those claims whose cause could not be resolved on the spot.

Until a decision has been made by the Agency, in other words for the duration of the 14/28 days after the complaint has been filed, the Traveller relinquishes the right to involve a third party, the arbitration of the UHPA or other institutions, publicly disclosing information as well as filing suit. The highest amount of compensation per complaint can amount to the complaint portion of the service and cannot encompass the used portion of the service or the total amount of the service. The law of tourism excludes the Traveller's right to be compensated for ideal damages.

The Agency cannot be held responsible for climate conditions, cleanliness, and the temperature of the sea, nor for other similar situations and events which can result in the dissatisfaction of travellers and are not a direct result of the accommodation unit (for example, bad weather, improperly maintained beaches, crowds, lost or stolen property and such).

## **12. COURT JURISDICTION**

Should the customer not be satisfied with the solution to the complaint, the matter can be taken to court (Krk Court jurisdiction).

## **13. GENERAL TERMS**

Upon payment of the advance or the total amount, the customer accepts the General Terms and Conditions in their entirety.

## **14. PRIVACY POLICY**

Apolinar d.o.o. travel agency pledges that it will respect the privacy of its users and that it will neither transfer any information to a third party, only will use the e-mail address for sending the special offers and newsletters from Apolinar d.o.o. to client. Apolinar d.o.o. travel agency will immediately erase this address from the newsletter list, if client insists.

All information is kept confidential and is only available to those employees who require the information to complete their job duties. All employees and business partners of Apolinar d.o.o. travel agency are responsible for upholding the principles of the privacy policy.

## **15. FINAL PROVISIONS**

These General conditions are subject to an Agreement between a passenger and Apolinar d.o.o.. Unless otherwise stated in the itinerary no alterations of any term of these General Conditions are allowed. In case a full payment or advance has been made, a passenger is considered to have agreed and accepted these terms and conditions of travel.

### **Apolinar d.o.o.**

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faks: +385 (0)51 869-012

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