

Davorowski tourist agency by MARKOVIĆ VACATION d.o.o.
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Please read the terms and conditions carefully, because you as well as Davorowski are bound to the rights and duties based on these conditions. You confirm and accept the following conditions by using the www.davorowski.com website, emailing us, or contacting us via telephone to enquire about or book accommodation.

We will not allow you to use any services from Davorowski unless you have confirmed that you have read these terms.

The website www.davorowski.com is operated by Davorowski and it is intended for use by users who access the website from any country. The website is constructed and governed in accordance with laws of the Republic of Croatia.

Tourist agency "Davorowski" acts as an agency for all the properties listed on our website www.davorowski.com.

Type of agreement

Davorowski acts as representative/middleman for the property owner and arranges only the conclusion of the hire contract between you (the Renter) and property owner. After the conclusion of the contract, the contract is always in effect between Renter and property owner. Between both parties, there are rights and duties by means of that contract. In this contract, Davorowski is considered as a representative of the property owner. The person, in whose name the booking is done, is defined as the Renter.

The Renter is responsible for making all payments due to us.

The Renter confirms that he/she is authorized and that all his/her companions agree to be bound by the booking conditions.

Correct indication, acceptance

Maximum number of Renters

For every accommodation there is a maximum number of persons allowed. It is the Renter's duty to state the number, age of the group members as well as their combination before arrival. At violation of the limit of the permitted number of persons without explicit permission in written form by Davorowski or by the property owner, the stay can be denied without reimbursement of costs.

Age limit

Accommodations can not be hired by persons under the age of 18. The Renter confirms that he/she is at least 18 years of age. If it turns out that the Renter's party doesn't have the required average age for the accommodation (excluding children below 12 years), the stay can be denied without any reimbursement.

Pets

In some accommodation properties, pets are prohibited, allowed for a fee or for free. If you arrive with them without explicit permission in written form, the stay can be denied without any reimbursement. Davorowski nor the accommodation property owner do not take over any responsibility for a possible illness, injuries or death that the pets might suffer during the stay.

House order

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

Newly built villas

At the reservation of the newly built villas the Renter 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.

Swimming pool and whirlpool

The Renter and his group are obliged to obey the instructions of any kind which refer to the usage of swimming pools and which are given by the property owner or Davorowski due to his/her own safety. The Renter 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 Renter 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 Renter`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 the weight of a person and can be easily broken. In case that the lid is broken, the Renter is obliged to compensate damage directly to the property owner.

Payment conditions

Reservation

For the reservations which were made 60 days or more before the beginning of the rental period, the following conditions will be applied:

30% advance payment of the total agreed accommodation price is due for payment immediately.

As soon as Davorowski receives your reservation confirmation via email and you have made a partial payment of 30% of the full amount, the booking is secured. As long as the first payment of 30% is not made, the reservation of the accommodation will be potentially open for booking by other parties.

The payment method of the remaining balance of 70% of the total agreed accommodation price must be confirmed at the time of booking is made by both sides, the Renter and Davorowski. If the payment is made by bank transfer, the remaining amount has to be remitted no later than 60 days before the start of the term of a lease. If we agree on payment of the remaining balance in cash, it is due for payment immediately after the Renter`s arrival, and the Renter is obliged to pay the amount directly to the owner. There is no possibility to pay electronically (Pay Pal/Credit Cards) at the accommodation property.

Failure of timely payment will be seen as a cancellation by your side and will carry cancellation costs as set out in Cancellations.

If between the day of the reservation and the start of the term of a lease are less than 60 days, you have to pay the full amount immediately.

Important: With the booking you receive a reservation number, mention this number with your payment. If you don't mention the reservation number, Davorowski can not relate the payment to your booking.

Changes

You are obliged to check the confirmation email that you receive from us immediately on payment receipt. If you are prevented from traveling, you have a right to transfer your accommodation to another person. In that case, another person becomes the Renter. Davorowski must be notified about this in writing no later than 14 days before arrival. If you wish to make other changes to your booking after it has been confirmed you must notify us in writing as soon as possible, as it may not be possible to make changes later. We will try to assist you but we can not give any guarantees.

Cancellations

Cancellation by the Renter

At cancellations 60 days and more before the planned arrival, you will be charged 30% of the full amount. At cancellations 60 days before arrival and less, you will be charged full amount of the reservation. You must send cancellations directly by email to info@davorowski.com. The day of the reception of the written email confirmation is considered as the day of the cancellation.

Cancellation by Davorowski

If there appear any circumstances causing a cancellation of the already reserved holiday accommodation, the Renter will be informed about that as soon as possible, and if possible Davorowski will offer an alternative. If this alternative is not accepted or if Davorowski can not offer any alternative, the already paid amount will be reimbursed. The Renter has no more rights than the reimbursement of the already paid amount.

Deposit

The Renter is obliged to leave a deposit in cash on the arrival to the accommodation for the insurance of the possible caused damages. The deposit sum that the Renter is obliged to give to the property owner at the arrival shall be stated in a written reservation confirmation. The deposit serves as a security to the property owner for caused damages in the accommodation property, and the property owner is entitled to cover the damage from the deposit. In case that

the caused damage is higher than the deposited sum, the Renter is obliged to pay the total damage amount to the property owner. If no damage is caused to the accommodation property, the property owner is obliged to return the deposited sum to the Renter at the takeover of keys at the Renter`s departure. Please ensure you have this amount of money ready when you arrive otherwise entry into the accommodation property may be delayed until the deposit is produced.

Arrival and departure

Upon arrival, the Renter must hand in their travel and personal documents to the property owner, who will then register the Renter at the authorities and immediately return their personal documents if the paying is settled.

The time of arrival must be between 16:00h and 20:00h CET, while the time of departure is till 10:00h CET.

In the event of arrival not being possible before 20:00h, the Renter is obligated to notify the property owner, with whom they will arrange when to collect the keys. In the event of the Renter wanting to extend their stay, they are asked to promptly inform the owner who will, if the desired period is available, gladly book them an extension of their stay. In the case of an early departure, the Renter is required to pay the amount shown on the binding reservation.

Cleaning

Cleaning of the accommodation by Davorowski

Your accommodation will be clean at your arrival. The contract made between Davorowski and the property owner obliges the property owner to welcome the Renters in clean and well-prepared property. Any comments or remarks about cleaning or inventory need to be made on the arrival date (within 24 hours) to the representative. The Renters must leave the accommodation as found at his arrival.

The cleaning of the accommodation by the Renter

At leaving the accommodation the Renter has to take care of the following things:
The (clean) dishes and cutlery have to be tidied and the remaining kitchenware has to be put in the provided closets. The dishwasher (if existing) has to be empty.
Leave the sheets on the bed. All rubbish must be removed from the accommodation and dumped in the therefore provided central containers (not inside the house!).
The fireplace and the barbecue have to be empty and cleaned.
You have to put the furniture in the right place on the terrace and you have to take care, that there is no rubbish lying in the garden or on the terrace.
You need to leave the accommodation clean.
If you don't leave the accommodation as described as above, the property owner will charge your deposit for additional cleaning with a maximum of € 250,-. If hired bedlinen are torn, have stains (like henna tattoos, ink) or are otherwise damaged or rendered unusable, property owner will deduct the replacement cost from the deposit.

Right of access

All personnel, employees or delegates of Davorowski or property owner have the right to enter the accommodation at all times. The property owner or Davorowski will try to inform the Renter about their visits.

Public facilities

It is possible that during your stay while using some utilities (eg water, electricity, gas) temporary disruptions in the supply occur. Davorowski has no influence here, and can not be held liable for such interruptions. If the accommodation has gas bottles, it could be possible that the gas is going to be empty after a while. If there are no gas bottles kept in reserve at the accommodation, the representative will replace the bottles within two working days after reporting this to the property owner.

Liability

Renters' liability

During your stay in the accommodation property as a Renter, you are fully responsible for the rented accommodation, inventory and other items belonging to the accommodation. Damages caused by your fault and/or your travel companions should be reimbursed for replacement value and is due immediately to the representative. The property owner is entitled to use the deposit for this. In case of extreme damage to the property or serious nuisance to residents caused by the Renter, Davorowski or property owner has the right to cancel the contract immediately without any refund. The parking of caravans/pitching of tents is strictly forbidden. If you are intending to organize private functions (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from the Davorowski/property owner.

Additional charges and/or increased security deposit may be sought at the owner's discretion.

Liability of Davorowski

Davorowski acts as a representative of the property owner and therefore Davorowski is not responsible for anything more than being the middleman between the Renter and the property owner/hirer. In any case, Davorowski can only be held liable for the paid rental fee by the Renter. Davorowski is not responsible for loss, theft, damage, breach or delay due to any cause beyond our reasonable control, caused to or by Renter and his/her companions of Davorowski mediated accommodations. Neither Davorowski nor the property owner shall be responsible for the death of, or personal injury of any member of a booking party, or of any other person at the property. Davorowski is not liable for any nuisance during the stay, the malfunction of technical equipment of the accommodation, temporary outages or disruptions of water and/or energy management, road and/or construction work in the surrounding area.

Neither Davorowski/property owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control. In the event that a source of noise has been in existence prior to your arrival and we are informed of this, we will contact you to inform you of the disturbance.

Properties which are located in a rural environment may encounter flora and fauna such as mosquitoes, wasps, ants, local dogs etc. as well as other environmental activities e.g. farming, drains etc.

Davorowski will not be held responsible for any of the following externals: strike, war, monetary crisis, political or social unrest, disease, quarantine, acts of god or any events beyond our control or unexpected conditions.

Davorowski is not responsible for damages caused by activities such as (but not limited to) cart-racing, jet-ski riding, horse riding, golfing, motorcycle, scooter, and other vehicle rentals, diving, pool swimming, falls from pool decks, wet tiles and or stairs along with any sliding glass door injuries. Therefore, each Renter and his companions agree that he/she/they is/are voluntary participating in any of these and similar activities, and by that he/she/they accepts/accept all risks of injury, illness, damage or loss of property that might be generated.

Davorowski is responsible for the accuracy of the description of the accommodation. However, the description and impressions of the accommodation and the immediate area, including facilities, equipment and so forth can due to their nature or due to interim changes or season influences differ from the description on the website of Davorowski.

Should you, despite all the care and effort of Davorowski consider that you have a legitimate complaint regarding your holiday home, you must immediately notify accommodation owner / Davorowski by phone: +385 (0)98 964 4690 or by email to info@davorowski.com. Failure to alert us of any problem whilst you are in the accommodation will lead to a rejection of your complaint.

Please write clearly your booking ID number and name of the accommodation property. The complaint will be handled with the greatest care. In case of any problems during your stay in our properties, we are available for trouble call 0 - 24 hours.

The jurisdiction of the court

The parties commit to seeking to resolve any disputes by mutual agreement, and if this is not possible, in the event of a legal dispute the court in Pula has jurisdiction and the law of the Republic of Croatia is applied.