

# **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 Istra Booking., as a travel agency or authorized agent, 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 Istra Booking. The general travel conditions are published on the Internet pages of Istra Booking

Istra Booking commits itself to undertake all precautions to offer true information to its users. All the information, data, and pictures that are related to the capacity of accommodations, Istra Booking. collected from the most reliable accommodation facilities. Even though all information is controlled by employees of Istra Booking., the Company does not take responsibility for mistakes, negligence, and delays made by the customer.

## **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. Istra Booking. offers those services listed on its Internet web page, catalogue and other printed material of Istra Booking, 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, Istra Booking. will try to meet additional requests of the traveler for the accommodation (comfort, room view, 1st floor or ground floor), 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 Istra Booking., but they are not bound to the offer of the given accommodation unit.

The prices of the accommodation units are given in Euro, so the calculation in Kuna is according to the exchange rate of the NBH (Narodna Banka Hrvatske) on the day on which the account is carried out. Istra Booking. has the right of changing the given prices if the accommodation facility changes the prices of the accommodation.

#### **4. BOOKING OF RESERVATIONS**

All reservations are done electronically by filling in the form that is available on Istrabooking.de website. When making the reservation, travelers have to provide correct data, which is requested on the form. Istra Booking. is not responsible for the exactness of the data that is given by the traveler during registration. In case of incorrect data, Istra Booking. holds 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, in written or personal in agency branch office. 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 Istra Booking. Istra Booking gives the traveler access to relevant promotion material or program in printed or electronic form, gives the traveler all relevant information about the travel, and gives or refers the traveler to general conditions which are a constitutional part of this contract and offers the traveler 'travel insurance package' and 'cancellation insurance'. 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 90% the traveler is required to pay at least 28 days before the start of using the service.

If the date of arrival is within 28 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 Istra Booking or on-line payment by credit card. By using means of remote communication to dictate the number of the 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.

After receiving full payment for the chosen service, the traveler will be sent a voucher as confirmation. The voucher serves as a proof that the reservation of the service has been carried out. The traveler has the obligation to give the voucher upon arrival to the unit. If more people wish to be added to the accommodation than those listed on the voucher, 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 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. Furthermore, the traveler understands and confirms that a kind of travel insurance was offered to him. With payment of the reservation, the agreement becomes a legal obligation to the traveler as well as to Istra Booking

Note: All payments will be effected in Croatian currency. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Croatian kuna according to the current exchange rate of the Croatian National Bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site

## **6. THE RIGHT OF ISTRA BOOKING TO CHANGE AND CANCEL**

Istra Booking 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.)

Istra Booking 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, Istra Booking is not obligated to accept the reservation of the unit in question.

If the traveler pays the reservation Istra Booking is unable to fulfill (online or by the wrong offer) the traveler will be offered an alternative.

If Istra Booking has 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, Istra Booking will return the difference to the traveler.

Istra Booking has 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 of the agency.

## **7. 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 'chang' 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 Istra Booking receives a written request for the cancellation, and it is as follows:

1. For the cancellation up to 30 days prior the arrival, Istra Booking charges 100 % of the full price of the reservation, a minimum of 15 EUR.
2. If the traveler does not arrive to the destination or cancels the service of the accommodation after it began, Istra Booking charges the full price of the reservation.

For every cancellation of the reservation Istra Booking charges 25 EUR of manipulative expenses. If the traveler has to cancel within 7 days before using the service, Istra Booking offers the traveler a possibility to find a new user for the same reservation (if it is possible), in which case Istra Booking 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, Istra Booking 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.

## **CANCELLATION OF CAR RENTAL SERVICE**

In the case of cancellation of confirmed reservation for the car rental service, the cancellation costs for the car rental service are as follows: For the cancellation Istra Booking charges the advance paid as confirmation of the reservation.

## **7. RESPONSIBILITY OF COMPANY ISTRA BOOKING**

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

Istra Booking is bound to make sure that the traveler gets all the services included in the rented accommodation. Furthermore, Istra Booking has to answer to the traveler in case of non-performance of the services expected. Istra Booking 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.

## **9. 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 foreign 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.

## **10. LUGGAGE**

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

Istra Booking is 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.

## **11. INSURANCE IN CASE OF CANCELLATION OF RESERVATION**

If, during the reservation, the traveler expects he could cancel the reservation for some reason, Agency recommends Cancellation insurance. Cancellation insurance can't be paid afterwards, only during initial request for the travel. Insurance premium depends on the cost of the travel, and according to the price list of the insurance company Agency has the contract with.

## **12. TRAVEL INSURANCE**

The cost of travel does not include the package of travel insurance: insurance against risks of accidents and diseases, travel insurance from loss or damage of luggage as well as health insurance.

With the signing of the contract for travel, which are an important part of the trip, it is considered that the customer has been provided and recommended all types of insurance listed above. If the customer requires

insurance, insurance that can be contracted directly with one of the insurers or with the agency. In this case, the agency only acts as intermediary. We recommend that you read conditions of insurance prior to purchase.

### **13. 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 the representative of service provider (receptionist or owner of accommodation, etc.) as well as inform Istra Booking representative immediately, giving explanation to his dissatisfaction. The traveler should contact representative of service provider first and try to get a satisfactory solution. The traveler is obligated to cooperate with the service provider and Istra Booking in good will to solve the problem. If the traveler accepts a proposed solution on the spot, agency is not obligated to accept any further complaints.

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 headquarters Istra Booking, enclosing the written complaint, together with all documentation and photographs which proves the complaint, by e-mail or mail. Istra Booking 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, UHPA, 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. Istra Booking 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, traffic jams, crime or damage of property etc.).

Agency Istra Booking will not accept any complaints on arrangements with special discounts, including LAST MINUTE OFFER, NO NAME HOTEL and FORTUNA system, and other special offers FORMULE ROULETTE.

### **14. COMPETENCE OF THE COURT OF JUSTICE**

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

The information gathered through the reservation form are considered personal data and is protected by prescribed applicable Croatian regulations. By confirming the reservation you 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.