

## **1. GENERAL TERMS & CONDITIONS FOR BOOKING HOLIDAY HOMES HVARETTA VILLAS (hereinafter “Terms”)**

Hvaretta d.o.o., Put Gomilice 16, 21222 Marina, OIB: 39788643183 (hereinafter “Owner”) is a company that owns and operates holiday homes Hvaretta Villas in its system.

These Terms are applicable for the bookings made to the holiday homes Hvaretta Villas.

These Terms incorporate the conditions below and are applicable to both Owner and the guests with confirmed bookings.

## **2. BOOKING AND PAYMENT**

Bookings are to be made by persons 18 years old and above (hereinafter “Guest”).

Bookings are considered confirmed with the guest receiving a confirmation after completed payment (if applicable) by the Owner mail.

The Guest is solely responsible to make the payment for the booking in accordance with the payment policies to be applied within specific booking to the Owner and cannot waive or transfer that responsibility.

Payments can be made online through Owner’s system, in which case all costs of the online payment process are on the expense of the card holder; via bank transfer; or via cash in Croatian kuna currency to the property owner.

The payments are to be honored by the payment policy that is applicable for each and every booking made by the Guest.,

### **Payment policy**

30% of the booking amount is due at booking (or at most within 24h after).

Remaining 70% of the booking amount is due 40 days before check-in.

For stays booked within 40 days before check-in, we charge 100% at the time of booking.

After the payment has been made, the Owner shall issue an invoice for the paid amount and a booking confirmation for a confirmed booking.

Guest shall pay the remaining amount of the booking in accordance with payment policy applicable to his booking.

The Owner reserves the right to refuse the guest to make a booking without stating any reason.

### **3. CONTRACT**

The guest agrees not to hold Owner or its employees responsible for any damages that might occur by the data inaccuracy listed within Owner system or in the systems of its partner portals or tour operators.

This Terms shall be governed by and construed and enforced in accordance with the laws of Croatia, and shall be binding upon the parties worldwide.

All disputes are to be resolved with Croatian courts

### **4. PRICES**

The prices for booking the accommodation are based on the period of the season that is booked.

The price of accommodation is subject to surcharge for any extras if they are not included in the initial price which is to be noted by the Owner at the time of booking creation.

### **5. SECURITY DEPOSIT**

A security deposit is required to cover the cost of any damages or breakages during the Guest's stay.

The deposit will be collected at the accommodation on the day of the arrival by property owner.

The property Owner reserves the right not to accept the guests if the deposit is not paid at the property upon the arrival.

The deposit shall be returned to the guest at the check-out if no damage is found.

### **6. BOOKING MODIFICATION**

All modifications of the number of guests or property changes or date changes must be confirmed by the Owner.

Owner endeavor to assist with any and all modifications that the guest try to make.

Owner reserves the right not to accept any booking modification.

## **7. CANCELLATION**

The Guest agrees to comply with cancellation policy that applies per each booking of Hvaretta Villas and is noted on the system of the Owner and its partners at the time of booking creation.

Only cancellations made by the leading Guest, who made initial booking, shall be considered into account.

The cancellation must be made in writing.

### **Cancellation policy**

Guest who cancels at least 40 days before check-in will get back 30% of the amount they've paid. The refund will be made within the standard 14 days.

## **8. MODIFICATIONS AND CANCELLATIONS MADE BY THE OWNER**

In the event that the cancellation or modification has been made by the Owner, it endeavors to provide the guests with accommodation of same or better quality.

If no alternative accommodation is available or acceptable by the guest, the Owner shall refund the guest in full all amounts paid by him.

## **9. COMPLAINTS**

Any irregularities must be reported immediately upon arrival.

Complaints may be submitted in writing to [sales@hvaretta.com](mailto:sales@hvaretta.com)

A written response will be provided within 15 days.

## **10. ARRIVAL AND DEPARTURE**

Standard check-in time is from 4.00 pm on the date of arrival. The guest can notify in writing the time of his arrival.

Standard check-out time is until 10.00 am on the date of departure

## **11. TRAVEL**

The Guest is responsible for the parties taking with them correct travel documentation (passports and visas, driving licenses, vehicle registration, green card, motor insurance etc.).

The Owner shall not be hold responsible for any problems arising as a result of non-confirmation of guest travel arrangements e.g. plane tickets, car hire, transfers etc.

## **12. GUEST RESPONSIBILITIES**

The guests must keep the property and all furniture, fittings, effects, facilities, equipment and grounds in the same state and condition as at the commencement of the booking, and in the same state of cleanliness and general order in which it was found. The Guest is solely responsible for any breakages, loss or damage to the property.

Owner strongly recommend to the guest to take adequate insurance cover for all party members.

The Owner reserves the right to make deductions from the security deposit for any extra cleaning over the number of hours committed to cleaning, and to claim compensation for costs over and above the sum of the security deposit.

The parking of caravans/pitching of tents is strictly forbidden and is a reason for the guest to be expelled from the property without prior notice.

## **13. NUMBER OF PEOPLE USING THE PROPERTY**

The number of persons using the property must be honored by the guest at all times as it must not exceed the maximum number of guests set by the guest on the booking.

Only those persons named at the time of booking may use the property without prior agreement. The Owner has the right to terminate the rental without prior notice and without refund if the numbers are exceeded.

## **14. ACCESS**

The Owner or their representative shall be allowed reasonable access to the property to carry out urgent maintenance and/or inspection.

## **15. BEHAVIOUR**

The Guest is responsible for the correct and decent behavior of the party. Should the lead Guest or a member of the party not behave in a manner to honor the moral and regulations of Croatia, or the property rules set by the Owner, the Owner may use his absolute discretion and ask Guest and the party to vacate the property without refund.

## **16. ADDITIONAL SERVICES**

For any additional services the guest must inform the Owner no later than 28 days prior to arrival or in cases of late bookings 24h after booking creation. Payments for such services are to be made to the Owner (excluding car hire, attractions tickets etc.).

## **17. LINEN**

Linen and towels (pool towels too) change (every seven days) is included in the price for properties.

## **18. SWIMMING POOLS**

The Guest can use the pool next to the villa he rented. Swimming pools can be used from May till the end of October.

During the period stated above, Owner is responsible for the pool maintenance on a daily basis. The Guest visits the swimming pool at his own risk and all children in and around the pool must be accompanied and supervised by adult at all times.

## **19. SOCIAL EVENTS AND OTHER FUNCTIONS**

Any private functions (e.g. party, wedding, cocktail party) at the property that the guest wants to organize must be pre-approved by the Owner. Additional charges and/or increased security deposit may be applicable and the amount is in sole Owner's discretion.

## **20. SECURITY AND VALUABLES**

Any valuables left at the property are left at guests own risk. The Owner is not responsible for any loss that may occur to the guest. No refund can be given should the guests decide to vacate the property as a consequence of a burglary.

## **21. INFORMATION**

The photographs are just for illustration purposes. The Owner reserve the right to make modifications to the property specifications that are considered necessary in light of operating requirements.

In the interest of continual improvement, Owner reserve the right to alter furniture, fittings, amenities, facilities or any part of any activities, either advertised or previously available without prior notice.

## **22. PETS**

Pets are not allowed at Hvaretta Villas.

The Guest cannot bring the pet and if he does, the Owner can decline the pet to enter the property in which case the Guest must pay the full booking amount that had not been paid and is not entitled to any refund.

## **23. ENVIRONMENT**

Hvaretta Villas are located in rural environment and therefore may encounter flora and fauna e.g. mosquitos, wasps, ants etc.

Please keep the nature around the villas clean, especially the nearest bays and coves. Don't forget to collect all the garbage before you leave the beach.

Please take your trash from the villa out in front of the villa in the morning and we will collect it.

## **24. LIABILITY**

The Owner will not be responsible for the death of, or personal injury of any member of a booking party, or of any other person at the property.

Owner will not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws or measures of any kind on the part of the government or local authority, strikes, lock-outs or other industrial actions or disputes or adverse weather conditions.

In any mentioned case Owner is entitled to treat the booking as discharged.

In the event of discharge, the liability shall be limited to the return of the sums paid to us in respect of the unused portion of the rental calculated on a pro rate daily basis less an administrative fee of 50 Euro to cover our reasonable expenses.

Owner is not responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

Owner cannot be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond their control. However, Owner will try to solve it as soon as possible, if it's possible.

In the event that a source of noise has been in existence prior to the guest arrival, Owner will contact the guest to inform of the disturbance.

Owner is not responsible for events beyond of its control e.g. bad weather including events arising as a result of very hot or unusual weather, delays caused by carrier companies, breakdown of domestic equipment.