

GENERAL TERMS AND CONDITIONS

1 GENERAL PROVISIONS

General Terms and Conditions (hereinafter: General Terms and Conditions) published on the website Luxe Villas Collection d.o.o. Zoranićeva 38, 21210 Solin, PIN: 06119852982, MBS: 060471430, (hereinafter: LVC) are an integral part of the contractual relationship between Luxe Villas Collection d.o.o. and the accommodation user (hereinafter: The Guest). The terms used in these General Terms and Conditions have the meaning established by the Law on Providing Services in Tourism (OG 130/2017), unless otherwise expressly indicated. The terms used in these General Terms and Conditions and having a gender meaning apply equally to the masculine and feminine gender. If a provision other than those published in the items of the General Terms and Conditions is published in a particular program, the provision /condition published in the program shall apply.

A lease agreement you enter into as a tenant with LVC as an agent, it is actually made with the owner of the villa as the landlord. LVC acts exclusively as an agent and only responds as an agent. Contractually, the owner of the villa as the lessor allows LVC to offer and sell the rental of the Accommodation on its own behalf. By using this site, you also accept these General Terms and Conditions. If you do not agree with any part of these General Terms and Conditions, we kindly ask you not to use the services of LVC.

LVC takes special care to protect your privacy and the security of your personal data. All information on how, in what way and for what purposes we process your personal data is available in our privacy document and cookie policy, which can be found on our website.

These General Terms and Conditions are not allowed to be changed later and these General Terms and Conditions are valid at the time of concluding the agreed Accommodation. Any changes to these General Terms and Conditions will be added to the existing General Terms and Conditions and visible on the LVC website, and will be valid for future accommodation reservations from the date of publication of the General Terms and Conditions on the LVC website.

2 OFFER

LVC provides accommodation services according to the information published and valid at the time of booking confirmation except in conditions beyond the control of the LVC such as illness or death of the service provider or his/ her immediate family, extraordinary circumstances that cannot be predicted or eliminated (e.g. natural or nuclear disaster, fire, theft, war, political unrest and disorder, civil conflicts, industrial disagreements, epidemics and pandemics of diseases, other diseases, border closures, labor dispute, strike, government action, environmental disaster, malfunctions or equipment failures, weather conditions, quarantine, medical and customs regulations, technical or administrative problems with transport, closure of airports, changes in the timetable of ships and trains, vehicle failures, lack of water or electricity and similar force majeure).

3 RESERVATIONS AND PAYMENT – ACCOMMODATION

Accommodation inquiries can be made by persons who are at least 18 years of age by e-mail, phone call, through messaging applications or through messages on social networks. However, all further communication related to the realization of the reservation is made exclusively by e-mail booking@luxevillascollection.com.

The information that the Guest submits to the LVC must contain accurate and true information. The guest bears full responsibility if he delivers incorrect and untrue information and the reservation will not be made, and the period that was on offer will be able to be offered without delay on the LVC website for further reservations. If the number of persons arriving in the booked accommodation unit exceeds the number of persons of accommodation capacity, the owner of the facility may deny the service in the Accommodation, or if the owner wishes can receive excess guests for a certain fee determined by the accommodation owner himself. In this case, LVC does not take into account remarks and objections to the quality or services in the booked accommodation.

By confirming the reservation, the Guest confirms that he is familiar with the General Terms and Conditions of Providing Travel Services and that he fully understands and accepts these terms and conditions that are binding on both the Guest and the LVC.

Payment conditions for reservations made more than 30 days before the beginning of the Accommodation period:

For all reservations made more than 30 days before the start of the Accommodation, LVC will provide the Guest with appropriate materials in electronic form, with all relevant travel information, and give or emphasize the General Terms and Conditions that are an integral part of this Agreement. The reservation is considered realized after the Guest pays an advance of 30% of the total amount of the accommodation price visible on the website for the selected period, unless otherwise stated during the booking process. After the payment is visible in the LVC bank account, LVC will issue the Guest an appropriate certificate (voucher) on which will be visible information about the reservation, the amount that has been paid, and instructions for payment of 70% of the amount of the balance of the Accommodation price, which depend on the conditions of the villa owner.

The guest has a deadline of 3 (three) working days to pay the advance in the following way. If a credit card is selected as a payment option, it is necessary to pay immediately. If payment by bank transfer is selected, LVC must receive the amount paid within 3 (three) business days upon presentation of the confirmation by e-mail to LVC of payment by bank transfer. If the payment is not visible, LVC will cancel the reservation, and for the specified period chosen by the Guest will open the calendar on its website and with business partners for further offer.

If the Guest decides to cancel a reservation that he has already paid for, he can do so in writing by e-mail to LVC.

If the client requests a change of reservation of the Accommodation up to 7 (seven) days before arrival, and the change is possible, LVC will charge an administrative fee in the amount of 70.00 euros (letters: seventyeurosandzerocents), and any difference in price. Changes less than 7 (seven) days before the transfer are not possible.

Note, the advance payment (30% of the total amount of the accommodation price) is **non-refundable** 48 hours after the reservation was made (full refund is provided). Changes over the phone are not allowed and will not be accepted.

If the Guest requests any kind of change of period provided that the change is possible, the following conditions will apply:

- if the amount of the new reservation is equal to or greater than the original amount LVC will charge only the difference in price and provide the Guest via e-mail a confirmation (voucher) with new reservation information. The new confirmation cancels the validity of the confirmation that the Guest had of confirmed changes about the new reservation.
- if the amount of the new reservation is less than the amount of the existing reservation, LVC only changes the information about the new period, but the amount of the reservation does not change and remains the same as the reservation was originally made. The new confirmation cancels the validity of the confirmation that the Guest had of confirmed changes about the new reservation.

The rest of the accommodation price of 70% may be different and depends on the conditions of the partner. The guest will be able to see the payment conditions on the LVC website at each facility (cancellation policy section) and the LVC will inform the guest additionally at each communication about the balance of the Accommodation price in what way and when he will pay the rest of the accommodation price (for example, accommodation can be paid upon arrival in cash directly to the Partner, while in some Accommodations the rest of the payment is made 7, 14, 30, 45 or more days in advance to the Partner's or LVC's bank account). There is no possibility of electronic payment (credit card) in the villa. The final invoice (including the amount of the advance paid) is issued to the Guest directly by the LVC partner and will be handed over to the Guest personally unless otherwise agreed.

The guest is obliged to make payments within the deadline and in the manner specified by this point of the General Terms and Conditions. If the guest does not comply with the payment deadlines, it is considered that the rental

agreement was terminated without notice. LVC is not obliged to inform the guest of this termination because it is considered a serious breach of contract.

In the event that the reservation holder can find another guest as a replacement for himself in the same rental period, for the same rental price and under the same conditions, LVC will, upon receipt of the new necessary information about the new guest in writing, immediately make changes and transfer the rental agreement to the new reservation holder and send a written confirmation of the change made.

The already received amount of the accommodation price according to the transferred contract is retained by The LVC, and the new holder of the reservation is obliged to pay the rest up to the full rental price according to the conditions stated when paying the balance of the Accommodation price of 70%, which may be different and depends on the terms of the LVC partner.

It is not possible to transfer the reservation to another villa or other accommodation because all payments are immediately forwarded to the owners of the accommodation.

In case of arrival of changes and cancellations by LVC, we will immediately inform the guest, and try to organize alternative accommodation, of a similar standard, location and price.

In the event that no alternative accommodation is available or not accepted by the guest, we will refund the guest all the amount paid and we are not responsible for any other responsibility.

In the event that an already concluded lease agreement cannot be enforced due to force majeure (e.g. natural or nuclear disaster, fire, theft, war, political unrest and disorder, civil conflicts, industrial disagreements, epidemics and pandemics of disease, other diseases, border closures, labor dispute, strike, government action, environmental disaster, malfunctions or equipment failures, weather conditions, quarantine, medical and customs regulations, technical or administrative problems with transport, closure of airports, changes in the timetable of ships and trains, vehicle failures, lack of water or electricity and similar force majeure) LVC and the owner of the villa can terminate the rental agreement but the guest must be aware that neither LVC nor the partner can be responsible and are not obliged to ensure a refund of the paid funds (advance and / or the rest, the full amount of the Accommodation) if the Accommodation cannot be used due to force majeure that does not prevent the provision of the Accommodation service.

Payment conditions for reservations made 30 or less days before the beginning of the Accommodation period:

Reservations that occur less than 30 days from the beginning of the Accommodation period are paid in 100% of the amount of accommodation price visible on the LVC website, to the LVC account and the amount paid is non-refundable, unless otherwise agreed. Payment can be made by credit card or bank transfer upon presentation of a payment confirmation to LVC within 24 hours. If the payment is not visible, LVC will cancel the reservation, and for the specified period chosen by the Guest will open the calendar on its website and with business partners for further offer.

LVC will, after the Guest has confirmed the reservation, provide the Guest with appropriate materials in electronic form, with all relevant travel information, and give or emphasize the General Terms and Conditions that are an integral part of this Agreement. The reservation is considered to be realized after the Guest pays the entire amount of the Accommodation (100%), unless otherwise agreed and the amount is non-refundable, visible on the LVC website for the selected period, unless otherwise stated during the booking process. After the payment is visible in the LVC bank account, LVC will issue the Guest the corresponding certificate (voucher) on which will be visible information about the reservation, the amount that has been paid.

If the guest decides to pay part of the agreed price in cash (if this option is possible for the desired villa, the guest is given the choice when booking). The amount of advance payment (30% of the agreed accommodation) should be paid immediately. Guests are required to pay 70% of the agreed price immediately upon arrival, directly to the owner. There is no possibility of electronic payment (credit card) in the villa.

All other rules related to the Accommodation are valid as described under the payment conditions for reservations incurred more than 30 days before the beginning of the Accommodation period.

In case of cancellation of the accommodation reservation by the guest, the advance payment and the paid rest of the accommodation price will not be refunded, regardless of the reason for the cancellation.

We guarantee secure payment through our website

LVC accepts payment by credit cards (Visa, Maestro, MasterCard) or by bank transfer.

If you pay by bank transfer, you are responsible for all the costs of the bank transaction. The LVC account must include a full payment for your Accommodation.

Payments are made exclusively in euros (€). The amount debited from your credit card account is obtained by converting the foreign currency price into euro (€) at the current exchange rate. When charging a credit card, the same amount is converted into your local currency according to the exchange rate of the group to which your bank belongs. In doing so, there is a possibility of a slight difference from the original price in our offer or on the website.

LVC has ensured high security standards for credit card payment purposes. Namely, the entry and transfer of personal data and credit card number data is protected by the highest security standards provided by the WSPay™ system for online authorization of credit cards in accordance with the requirements of credit card and credit card companies and PCI DSS standards. Credit card authorization and payment is executed using the WSPay real-time card authorization and billing system.

Entering and transferring personal data and credit card number information is protected by SSL protocol with the use of 256-bit encryption provided by WSPay™, an online credit card authorization system. Authorization and payment by credit card is realized through WSPay™ system for authorization and credit card payment in real time. The WSPay system uses the highest standards of data protection and privacy.

All merchants using WSPay are included in 3D secure protection that guarantees customers a secure purchase.

Statement on the protection of the transfer of personal data:

Protection of personal data in accordance with the General Data Protection Regulation of the European Parliament and of the Council No. 2016/679-Regulation and implementation of the General Data Protection Regulation

WSPay, as a credit card authorization and credit card contractor, processes personal data as a processing agent and processes personal data in accordance with the General Data Protection Regulation of the European Parliament and of the Council No. 2016/679 and strict PCI rules. DSS L1 Regulation on the protection of registrations and data transfer.

WSPay uses 256-bit SSL certificate encryption and TLS 1.2 cryptographic protocol as the highest level of data protection and security.

Personal data used for authorisation and collection purposes or for the performance of contracts or contractual obligations shall be considered confidential.

For the performance of the contract (authorization and payment), the following personal data of the buyer are required:

- Name and surname
- Email
- Telephone
- Address
- Location

- Zip code
- Country
- Card type
- Card number
- Card valid throe
- CVV card

WSPay does not process or use personal data except for the purpose of executing authorization and billing agreements.

WSPay guarantees compliance with all the provisions and conditions prescribed by the applicable regulations on the protection of personal data for personal data processing managers, and in particular the taking of all necessary technical, organizational and security measures, in particular with the PCI DSS L1 certificate.

Note for payments from abroad - This payment method applies exclusively to foreign clients. The bank transfer fees of the payer and the payee are fully covered by the client.

Note for credit card payments – all payments will be in euros.

4 PRICES – ACCOMMODATION

Accommodation prices for all facilities are formed in agreement with our partners and are visible on the LVC website and do not necessarily correspond to the prices on the spot in the accommodation unit. LVC reserves the right to change the price list of services and information without prior notice on its website. The changes will not affect existing reservations.

In the event of price errors or any other omissions, LVC has the right to amend any kind of price error or accommodation information.

The accommodation price includes all utility taxes, tourist tax, use of towels, bed linen, spices and the like. All prices include VAT.

Some of the facilities charge extra services such as bringing pets, pool heating, extra cleaning, final cleaning, etc. and these additional services will be visible in a special document when creating accommodation offers.

The guest is obliged to leave the Accommodation clean and tidy before leaving the Accommodation regardless of the price of final cleaning determined by the owner of the Accommodation.

Prices of all services are in euros (€).

5 ABOUT ACCOMMODATION AND CATEGORIZATION

Each Partner is obliged to have a Decision on Categorization and LVC is not responsible if the accommodation owner, when concluding the contract, provided incorrect information about the accommodation, which are visible on the LVC website as well as on the partner websites where LVC publishes accommodation.

Standards of accommodation, food, services and the like vary by destination/country and are not subject to comparison. The information provided to the Guest at the point of sale does not oblige LVC more than the information stated on the www.luxevillascollection.com website or in the catalog or in other printed materials of the LVC.

If the service provider has one or more parking spaces available within the Accommodation or in the vicinity of the Accommodation, then that parking space will be provided for the Guest who has booked accommodation during that period. It does not necessarily have to be in the courtyard of the building, in a guarded, fenced or covered area.

If the accommodation does not have access for the disabled, it should have up to a maximum of two steps at the entrance to the accommodation unit and the size of the accommodation unit should be suitable for the movement of a person in a wheelchair.

Arrival and departure

The guest will receive a reservation confirmation, and seven days before the date of arrival, they will receive an e-mail with registration information, which includes all the necessary details about arrival and departure (arrival and departure time, address, coordinates and phone number of the host). This information is immutable and mandatory to follow.

In case the guest wants to arrive before the specified time of arrival, it will not be possible to enter the Accommodation. The guest is obliged to check out of the Accommodation until the time specified in the voucher on the day of departure, and must return the keys to the owner. If the guest leaves later than the previously agreed time, he is obliged to pay the owner all additional costs directly on the spot.

Noise and entertainment

Guests are not allowed to organize parties in the Accommodation or on any other part of the property. If guests create noise and disturb public order and peace, and after the warning do not calm down, it will be considered a serious violation of the Rental Agreement. In this case, the owner and/or LVC are authorized to terminate the Lease Agreement. Termination of the contract comes into force immediately, without prior notice, and guests are obliged to permanently leave the Accommodation, together with all other persons staying in it, within 2 (two) hours. Guests do not have the right to request a refund of the paid accommodation price from the owner or LVC.

6 OBLIGATIONS OF LVC

The obligation of LVC is to provide services at the highest standard taking care of the rights and interests of the Guest in accordance with the tradition in tourism. LVC will fulfil all its obligations set out in these General Terms and Conditions, except in circumstances beyond the control of the LVC. For all inquiries, LVC employees will be at disposal in the scheduled working hours.

7 LVC IS NOT LIABLE IN THE FOLLOWING CASES:

Force majeure action that prevented the reservation from e.g. natural or nuclear disaster, fire, theft, war, political unrest and disorder, civil conflicts, industrial disagreements, epidemics and pandemics of disease, other diseases, border closures, labour dispute, strike, government action, environmental disaster, malfunctions or equipment failures, weather conditions, quarantine, medical and customs regulations, technical or administrative problems with transport, closure of airports, changes in the timetable of ships and trains, vehicle failures, lack of water or electricity and similar force majeure, as well as any other type of force not caused by the action of LVC.

8 GUEST OBLIGATIONS

The guest is obliged to have valid documentation, comply with the laws and regulations of the Republic of Croatia as well as the laws of the countries through which he passes or in which he/she resides, to abide by the house rules of the accommodation unit as well as to cooperate well with the service provider, to present to the service provider a valid document that proves that the service has been paid (voucher received by the Guest via e-mail), pay the rest of the amount of the accommodation price as stated in the voucher and according to these General Terms and Conditions, announce if he wants to bring a pet and pay an additional fee on the spot to the service provider if the fee exists for that accommodation unit and is listed in the voucher and the Guest is familiar with the amount of the fee, if the Guest comes with more people than he stated when booking the accommodation, he is obliged to immediately notify the LVC, even if it is a minor children and then the possibility of additional persons depends only on the goodwill of the accommodation service provider and it doesn't exclude the fee. There are no rules according to which minor children can stay in the accommodation unit free of charge.

If there is a security deposit, the guest pays it directly on the spot to the service provider.

Upon arrival at the Accommodation, the Guest is obliged to inspect it and if there are defects or damage, the Guest is obliged to inform the LVC about the same by phone and additionally submit photos or videos via e-mail.

If the Guest does not comply with these regulations, he is responsible for all costs or damage. If the service provider determines the damage caused during the Guest's stay or upon the Departure of the Guest, the Guest is obliged to compensate on the spot for any damage caused by his own negligence.

During the rental period, the guest is obliged to immediately inform the owner of any damage to the villa or the surroundings of the property. Before leaving and returning the keys, the guest and the owner inspect the villa and the surrounding area of the property. If there is no damage, the owner returns to the guest the deposit that was deposited when collecting the keys, in accordance with point 12 of these conditions.

It is possible that it will be necessary to cover the cost of cleaning or repairs caused by the extremely poor condition in which the guest returned the villa. In this case, the owner has the right to use the deposit. LVC is not liable for damage caused to the owner or the guest if the deposit is not refunded. Any disputes between the owner and the guest must be settled between them, without LVC interference.

Younger groups

If guests are younger than the minimum age allowed by the Accommodation, they are required to notify LVC immediately upon booking of the exact number of guests and their age. Reservations for such guests are only possible if LVC expressly approves such reservations. LVC and the owner reserve the right to refuse groups of guests younger than the minimum age allowed by the Accommodation, unless LVC is not informed of their arrival in advance. In such a case, guests are not entitled to a refund of the paid price of the Accommodation.

9 TRAVEL INSURANCE

The booking price does not include travel insurance that contains insurance against accidents and diseases that can be obtained during the trip, damage or loss of luggage, as well as voluntary health insurance. If the Guest wants to make travel insurance, he can independently in one of the insurance companies.

The price does not include cancellation insurance and if the cancellation occurs, the amount paid is non-refundable.

10 LOWEST PRICE GUARANTEE

LVC guarantees that the price of the Accommodation listed on the official website www.luxevillascollection.com is the lowest. In other words, the price of the Accommodation of the same name cannot be found below in the listings. If the guest finds a more favorable offer for the same Accommodation, in the same period, under the same conditions and in the same currency than the price offered by LVC, and submits a proof of this to LVC, LVC guarantees the conclusion of a Rental Agreement for the same Accommodation, in the same period and under the same conditions, with an additional discount of 5% (five percent) on the lower offered proven price. Evidence should be sent before booking with LVC.

The lowest price guarantee does not apply if the price difference is due to tax increases or recordings or significant changes in the exchange rate. It also does not apply if lower prices on other websites are not current and the villa cannot be booked at such prices, as well as in the case of special last-minute offers. The lowest price guarantee is valid only at the time of booking and cannot be applied later or after the booking has been made and paid for.

11 SPECIFIC REQUIREMENTS

If the guest has special requirements that are not included in the price of accommodation (such as cooks, waiters, special food, private tours, etc.), they will be fulfilled by the owner or a third party, if possible. Additional services need to be announced in advance via e-mail in order to, if possible, be well executed. LVC does not provide or charge for additional services, but only helps organize them. LVC cannot be held responsible for the quality of third-party services.

12 FILING COMPLAINTS

In accordance with Art. 6 Paragraph 1 point 3 Law on Provision of Services in Tourism NN no. 130/17 and Art. 10 paragraph 3 of the Consumer Protection Act ("Official Gazette", No. 41/14) any guest can file a complaint about the quality of our services in a written form about whose receipt the complaint will be confirmed in writing.

The complaint can be submitted by mail to the following address:

Luxe Villas Collection d.o.o.,
Zoraniceva 38
21210 SOLIN, (Mravnice), CROATIA

or to the e-mail address: booking@luxevillascollection.com

We will respond to the written complaint in writing no later than 15 days from the date of receipt of the complaint.

Competent authority whose official supervision is subject to the activity of the tourist agency Luxe Villas Collection d.o.o.: Tourist Inspection, State Inspectorate, Šubićeva 29, 10 000 Zagreb

13 REMARK

Payment of advance or payment in full means that the Guest fully accepts and understands these General Terms and Conditions.

14 FINAL PROVISIONS

These General Terms and Conditions shall enter into force on the day of publication on the LVC website.

Amendments to these General Terms and Conditions will be publicly announced in accordance with the provisions of these General Terms and Conditions and changes will not significantly affect or change reservations that occurred before the changes to the General Terms and Conditions.

All possible disputes are within the jurisdiction of the Commercial Court in Split.

In Solin, December 1, 2023