

# GENERAL TERMS AND CONDITIONS

Aurea tourist agency enters into tourist accommodation contracts with property owners as lessors, and their guests as lessees. Aurea is acting only in the capacity of an agent, with rights and obligations of a tourist agent.

General terms and conditions of Aurea tourist agency are available online at [www.aurea-krk.com](http://www.aurea-krk.com) and the agency reserves the right to modify them at any time.

## 1. BOOKING REQUESTS

By making an advance payment for a booking request for a specific accommodation unit and specific dates, the guest unconditionally agrees to the General Terms and Conditions.

After submitting a booking request, the guest pays 30% of the total price of the travel package and the remaining balance is due 14 days prior to commencement of service. After advance payment, the guest will receive a written confirmation of the booking request with required information on rented accommodation. The e-mailed confirmation of the booking together with the General Terms and Conditions constitutes a rental agreement between the guest and the property owner. In case of payment default, the agency will cancel the booking and may offer that accommodation unit to other guests.

Travel documents (voucher) with check-in details is issued after full payment for the booking and is available under My Bookings.

The confirmation of the booking includes check-in and check-out times. Accommodation in rooms/suites is usually available after 3:00 p.m. on the arrival date and check-out is by 10:00 a.m. on the departure date. In case of late check-out, the guest is obligated to pay the property owner extra costs directly and not through the agency. Arrival after 7:00 p.m. has to be announced. In case of early arrival, the guest will not be able to enter the booked accommodation earlier than scheduled. Key handover takes place on arrival to the accommodation unit and after full payment for the booking.

## 2. RATES AND PAYMENT TERMS

### 2.1. Rates and Currency

The price list for accommodation and services is published on the website. Optional services that are listed but not selected at the time of booking will not be included in price payable and if later required, traveller will have to pay for these separately. It is recommended that these services are ordered during booking procedure. If traveller asks for a special service during the trip, they must pay for it on the spot in the currency of the destination country.

Rates published on our website in euros are equivalent to their value in Croatian kuna, according to the fixed exchange rate: €1 = HRK 7.60.

Costs of water, gas, electricity and Internet access, as well as bed linen, towels, kitchen towels, final cleaning, pool and garden maintenance are included in the price, unless otherwise stated in online property descriptions.

## **2.2. Payment**

Once accepted, a booking request is a contract and there is an obligation to pay 30% of the accommodation price, after which the booking is confirmed, a rental agreement with the property owner concluded and General Terms and Conditions accepted. In case payment cannot be made by due date, the rental agreement is deemed terminated and the agency may enter a new rental agreement with another guests without a special notice.

Payments can be made by:

- credit cards: VISA, MASTER CARD, AMEX
- bank remittance

unless otherwise agreed with the Agency.

When debiting the guest's credit card, the amount stated in Croatian kuna in the equivalent value in your local currency is charged in accordance with the exchange rates of the credit card issuer. As a result of conversion, minor differences from the original rates stated in euros on the Agency's website may occur.

There are no differences in exchange rates for bank remittances in euros. The agency will not incur the costs of bank charges.

If payment for the booking is made 15 days prior to arrival, the possibility of paying the advance deposit will not be offered and the guest will be required to pay the total cost by credit card. In such cases, bank remittance is not an option as a payment method.

## **2.3. Default**

The guest is obligated to make a payment in a timely manner and as described in the General Terms and Conditions. If the guest defaults on payment, that constitutes a severe breach of contract obligations and the rental agreement will be terminated effective immediately. The Agency should, but is not obligated to, in accordance with the policy of special regard for its guests, send the guest a payment due date reminder with a new payment deadline, prior to terminating the agreement. In case of termination of agreement, received payments will not be refundable.

## **3. CANCELLATION**

### **3.1. Cancellation by Aurea International**

In case Aurea International must cancel a previously booked facility due to occurrence of extraordinary or unforeseen circumstances, Aurea is obliged to offer a replacement of the same or higher quality, or refund the money paid for the reservation.

In case of unavailability of rented accommodation due to force majeure, i.e. earthquake, flood, fire and similar, the Agency and the property owner will not be liable for cancellation. If available, the guest will be offered a similar alternative or refunded.

Travellers are required to have valid passports. In case of trip cancellation due to invalid traveller documents, which would cause additional damage to Aurea International, the traveller is obliged to compensate the incurred damage.

If travel documents are lost or stolen during the trip, travellers bear the costs of issuing new documents. Aurea is not liable for the decisions of customs and police or other government bodies, which deny traveller the entry to certain countries.

### **3.2. Cancellation and guests changing bookings**

Rental agreements can be cancelled only in writing (by e-mail). Cancellation is effective from the date of receipt of the cancellation notice by the Agency and according to the terms and conditions herein.

If the guest cancels a booking, Aurea International is entitled to:

- for cancellations over 30 days prior to arrival - 10% of the total price of booking
- for cancellations 30 -15 days prior to arrival - 30% of the total price of booking
- for cancellations 14 - 1 days prior to arrival- 99% of the total price of booking
- "no-show" - 99% of the total price of booking

Aurea recommends guests to get a travel insurance policy from their insurer, covering the risk of booking cancellation.

If the guest who is cancelling a booking finds another guest to take the booking in the same period and at the same price and under equal terms and conditions, Aurea will charge only a change fee.

Subsequent change of accommodation unit is not possible without extra charges, as the Agency is party to an Agency Commission Agreement with property owners, i.e. physical and legal persons and invoices are issued and taxes are paid when booking requests are accepted.

## **4. NUMBER OF GUESTS**

At any time, the number of guests in the accommodation unit and its annexes may not exceed the number of guests indicated in the booking request. That number includes children, regardless of their age. Children up to one year old are not included in the number of guests, but their arrival has to be announced.

On request, the number of guests may be increased to the maximum capacity but not later than 3 days prior to arrival and subject to a written request submitted directly to the Agency.

If the number of guests staying in the accommodation unit exceeds the permitted capacity at any time, which includes temporary visitors, the owner or the Agency reserve the right to terminate the rental agreement effective immediately. The guest will be asked to leave the accommodation with all luggage and belongings and the accommodation unit has to be vacant within 2 (two) hours and the guest will not be entitled to any refund from the owner and/or the Agency.

## **5. PETS AND ALLERGIES**

Pets are allowed only in individual cases, with prior announcement and subject to a pet fee. In the booking process, the guest has to indicate the number of pets and extra cleaning charge is automatically added to the rent. It is not allowed to bring more pets than indicated in the booking request. Also, pets are strictly forbidden access to the swimming pool.

Some accommodation units do not allow pets. However, neither the owner nor the Agency may guarantee that no pets stayed at the property or that the owner does not have pets. The Agency will not be liable in any way for allergic reactions occurring during stay in any accommodation unit.

If the guest brings a pet without prior announcement, the Agency and/or the owner reserve the right to terminate the rental agreement effective immediately and the guest will be asked to leave the accommodation with all luggage and belongings and the accommodation unit has to be vacant within 2 (two) hours and the guest will not be entitled to any refund from the owner and/or the Agency.

## **6. CATEGORISATION AND DESCRIPTION OF ACCOMMODATION UNITS**

The accommodation facilities offered are described according to the official categorization of the respective country in force at the time of their publication on the website according to data from the respective facilities sent to Aurea International.

Food, conveniences and other services provided by the hotel/apartment are under observation of local tourist boards. Standards of accommodation and services are different and not comparable.

Aurea tourist agency assumes no responsibility for any verbal or written information obtained from a third party that is inconsistent with the description of services and facilities on the websites.

When entering into a contract with the Agency, property owners have to provide true and complete information about their accommodation and they are liable to their guests for the information provided.

Aurea International is not liable for errors in images and misprints in written receipts.

Aurea International uploads complete information on rental properties on [www.aurea-krk.com](http://www.aurea-krk.com), aiming to provide updated and valid information, as provided by property owners. Property owners are exclusively liable for information about their accommodations and the Agency may not be held liable in any way if such information is inaccurate, incomplete or false.

## **7. DAMAGE DEPOSIT, COMPLAINTS AND REMEDIES**

### **7.1. Complaints**

It is in the traveller's interest to try to resolve their complaint immediately at the destination. If there is no improvement even after the complaint, the customer should ask for a certificate from which it is evident that the service has not been provided, i.e. that it has not been provided in the stipulated way. Traveller must submit this certificate along with a written complaint.

Complaints on the cleanliness of accommodation are lodged directly with the property owner not later than 24 hours upon arrival. When a complaint is lodged, the guest has to give the property owner a reasonable time to resolve the complaint. If the guest is unsatisfied with the solution, the guest may contact Aurea International by phone or e-mail in order to get a satisfactory remedy. Written complaints can be e-mailed to aurea@aurea-krk.hr.

Traveller is required to submit a written complaint within 8 days from the end of the trip. If the traveller submits a written complaint after the expiry of that term, Aurea is not obliged to consider such complaint.

The organizer is obliged to make a written decision regarding the complaint within 14 days after the receipt of the complaint, and it can postpone the term for making the decision about the complaint by another 14 days on account of collecting the information. The organizer shall resolve only such complaints, which could not have been eliminated at the very place of the stay.

While the procedure of resolving is under way, but 14, i.e. 28 days after lodging of the complaint at the most, the traveller irrevocably waives the right of mediation by any other person, the arbitration by UHPA or other institutions as well as providing information to the media. During the same period, the customer also waives the right to sue.

The maximum compensation per complaint is the cost of service that is subject to complaint, and may not include already provided services or reach the full amount.

The Aurea agency has inspected the properties when entering into contracts with property owners and is not liable for possible additional discrepancies from the information provided on the website.

If the guest leaves the accommodation unit earlier than scheduled and without prior announcement and/or agreement with the Agency, the Agency will not be liable in any way whatsoever and the guest is not entitled to a refund.

Traveller and Aurea will endeavour to resolve disputes amicably.

## **7.2. Damage deposit**

For some property rentals a damage deposit is required and paid directly to the property owner on arrival. The damage deposit is paid to ensure that the rented accommodation is returned in good condition. If the damage exceeds the deposit, the guest is liable for payment of full damages to the owner. If no damage has been caused, the property owner will return the damage deposit in full when the key is returned right before the departure.

## **7.3. Damage**

Guests are obligated to act responsibly while staying in rented accommodation. Also, rented accommodation should be returned in good condition, as found. For any damage to rented accommodation the guest is directly liable to the owner.

Intentional violation of public order or causing damage to property constitutes a severe breach of contract obligations and the Rental Agreement will be deemed terminated effective immediately.

The guest has to report any damage to the interior or exterior of rented accommodation to the owner immediately. Before departure and handing over the key, the guest has to inspect the property together with the owner. Any need for extra cleaning is also taken into account if the guest has left the rented accommodation in bad condition.

The Agency accepts no liability for any damage caused to the guest or the owner. Any dispute between the guest and the owner will be resolved between the parties in dispute.

## **8. OBLIGATIONS OF THE GUEST**

The traveller is obliged to meet the requirements anticipated by the regulations of the Republic of Croatia and the country through which they travel and to observe the house rules at the hotel facilities and apartments

### **8.1. House rules and noise**

Every accommodation has house rules displayed in a visible spot and all guests are obligated to abide by them. Failure to abide by house rules may be considered a severe breach of contract obligations and in that case the owner and/or the Agency have the right to terminate the rental agreement effective immediately and the guest will have to leave the property within 2 (two) hours and will not have the right to any refund from the owner and/or the Agency.

Also, if the guest violates public order by making noise and does not stop after being warned, the owner and/or the Agency have the right to terminate the rental agreement effective immediately.

### **8.2. Swimming pool**

Guests are asked to follow safety instructions relating to the use of the swimming pool provided by the owner or the Agency. The swimming pool and items in the pool area are used at own risk. Children are not allowed in the swimming pool area without adult supervision. If the accommodation is rented out of season, the swimming pool might not be in use.

The guest will compensate any damage to the swimming pool to the owner directly.

## **9. OBLIGATIONS OF AUREA International**

Aurea International is obliged to take care of the services provided, as well as the choice of service providers, with diligence of an orderly and conscientious businessman and to take care about the rights and interests of travellers in accordance with good practices in tourism.

Aurea is obliged to provide to the traveller all the contracted services for a particular package, and to provide answers in case of eventual failure to perform services or a part of services.

## **10. DATA PROTECTION**

The traveller provides personal information (name, email, address, password) voluntarily. Personal information is required for the process of realization of services and is used for further communication with regards to requested service. Personal information will be kept in the database.

Due to harmonization with the recently adopted General Data Protection Regulation (GDPR), for registration purposes guests are required to submit only basic information required to complete making a booking: full name, e-mail and contact number. All correspondence relating to booking is via e-mail.

The address, first and last name, credit card number, expiry date and CVV number are required exclusively for online credit card payments, but Aurea will not store that data in no case whatsoever. After completing the payment form, credit card information are sent directly to the bank/card issuer, for authorisation and are not stored on our website and are not retrievable from our database.

If you wish to subscribe to our newsletter with fresh news and notifications about our deals (maximum 3 a year), just go to My Account on [www.aurea-krk.hr](http://www.aurea-krk.hr) and subscribe. You can unsubscribe in the same way and at any time.

Your log in information for our website (user name and password) can also be permanently deleted via My Account minimum 30 days after your last booking has expired.

Unless you request immediate deletion of your data provided for registration purposes, such data will be permanently deleted from the base 24 months after your last booking.

On [www.aurea-krk.hr](http://www.aurea-krk.hr) all measures to protect user information are applied. Data entries on these web pages are protected online and offline. The [www.aurea-krk.com](http://www.aurea-krk.com) website is protected by HTTPS protocol, and protected by SSL security protocol.

For more information about personal data protection, please read our Privacy Statement.

## **11. REVIEWS**

If the guests send a review to the Aurea tourist agency, we reserve the right to publish it on our website. Reviews will not be published on the website only when the guest expressly requests so.