

## **GENERAL TERMS AND CONDITIONS FOR OFFERING SERVICES**

### **1. CONTENTS OF CONDITIONS FOR OFFERING SERVICES**

These *General Terms and conditions for offering services* (hereinafter: General Terms) is the settlement of relations between the Travel Vision d.o.o., Borik 46, 52 100 Pula, OIB: 91454915372, MBS: 130066918, Croatia (hereinafter: the Agency) and the travel contractor (hereinafter: the Guest). All the information and terms in these General Terms are applied for both the Agency and the Guest, during the process of booking accommodation and services from the offer of the Agency.

The Agency ensures services according to the published information, description and schedule in accordance with confirmed reservations except in circumstances beyond our control.

### **2. CATEGORIZATION AND DESCRIPTION OF SERVICES**

Offered accommodation and other tourist facilities are described according to the official categorization of the country at the time of issuance and are subject to monitoring by local tourist boards.

The standards of accommodation, food, services and other places and countries are different and cannot be compared. The Agency offers the services listed on its website and other printed materials of the Agency which is not necessarily the same as those offered by other sales points.

All information and photos related to accommodation facilities offered by the Agency were collected from the service provider, therefore the Agency assumes no responsibility for any verbal or written information that is inconsistent with the description of services and facilities in the accommodation units.

### **3. PRE-RESERVATIONS AND RESERVATIONS**

Inquires and reservations can be made via e-mail, in writing or in person at the Agency as well as at one of Agency's partner agencies.

When making the reservation, the Guests have to provide correct information required for the reservation procedure. The Agency is not responsible for the exactness of the data that is given by the Guest during registration/reservation. In case of incorrect data, the Agency holds the right to change the prices and to claim the price difference on the spot.

The Guest confirms the requested reservation by making an advance payment in amount of 30 % of the total price and the rest 60 days before arrival.

If the date of arrival is within 60 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 the Agency.

With the payment the reservation becomes valid, any other confirmation given in written or orally is not valid as a reservation. After the payment has been made, the

Agency shall issue an invoice for the paid amount and a Voucher for a confirmed booking.

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

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

The party leader must be at least 18 years of age and must be authorized to make the booking on the basis of these booking conditions by all persons named on the booking.

The Agency is not responsible and cannot be hold accountable for the lead guest getting approval from the rest of the guest party as the approval is the lead guest is solely responsible to the Agency and to the other guests within his party.

The lead 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 Agency and cannot waive or transfer that responsibility.

#### 4. PRICE OF ACCOMMODATION AND CHANGES IN THE PRICE LIST

The prices offered by the Agency vary for each accommodation unit and are mentioned for each accommodation unit separately.

The Agency provides the Guest with the appropriate promotional materials or program either in printed form or electronic form, presenting all relevant information regarding the accommodation units / reservation, and provides or points out this *General terms*.

By confirming a reservation, the Guest confirms that he/she is aware of this *General Terms* and fully comprehends and accepts these terms which are applied for both the Guest and the Agency.

Special or extra services are those services which are not included in the base price of the accommodation, therefore the guest pays for them separately (such as extra charge for pets, etc.). These services have to be requested or chosen during the reservation process.

The rates listed in our offers and programs are formed according to agreement made with our contractors and do not necessarily match the rates stated on the spot at the accommodation unit in which the Guest resides. Possible differences in rates cannot be subject to complaint.

The prices of the accommodation units are given in Euro, so the calculation in Croatian Kuna is according to the middle exchange rate of the HNB (Hrvatska Narodna Banka) on the day on which the account is carried out.

The Agency has been taking care in preparing the property descriptions and price calculations, however reserves the right to change the prices in case the service provider changes the accommodation price list. In case the prices change after the advance

payment has been made, the Agency guarantees to the Guest that the remainder will be calculated at the original price, on which the Guest based its decision.

## 5. RESERVATION PAYMENT

**The Guest confirms the requested reservation by making an advance payment in amount of 30 % of the total price and the rest at least 60 days before arrival by credit card or bank transfer.**

**If the date of arrival is within 60 days it is necessary to pay 100% of the amount for the requested and confirmed service. Payment is possible by credit card or bank transfer to the bank account of the Agency.**

If the payment is made by bank transfer, the account is following:

IBAN: HR 7624070001100459320

BIC (SWIFT): OTPVHR2X

OTP BANKA d.d. Domovinskog rata 61 23000 Split, Croatia

**After the payment has been made, the Agency shall issue an invoice for the paid amount and a Voucher for a confirmed booking.**

## 6. SECURITY DEPOSIT

A security deposit is required to cover the cost of any damages or breakages if noted on the voucher.

The deposit will be collected at the accommodation on the day of the arrival by property owner only if it is applicable it shall be noted on the pricelist set in the system of the Agency or its partners.

The deposit shall be returned to the guest at the check-out.

## 7. RESIDENCE TAX

According to the Croatian Law on the Residence Tax, the Guest is obligated to pay the Residence tax along with his/her accommodation payment if it is written as an extra charge. The amount of Residence Tax is stated on your price quotation.

## 8. OCCUPANCY

The rental property must only be occupied by the specified number of persons (including children and infants). The service provider may refuse to accept additional persons or invoice them separately.

In case the number of people arriving to the reserved accommodation unit exceed the number indicated on the travel documents / booking confirmation, the service provider has the right to withhold service to unannounced Guest, or accommodate all Guests provided that additional payment for the unannounced Guest/s is made on the spot.

## 9. THE DESCRIPTION OF ACCOMMODATION AND OTHER SERVICES

The provider of accommodation services is obliged to provide appropriate cooking utensils and cutlery in the kitchen for every accommodation unit, depending on the number of people using it.

The infrastructure services (transport facilities, shops, restaurants, sports amenities, public beaches and their amenities) shown in the web page of the Agency, on the travel confirmation and in the documentation are not a part of our obligations and duties. These facilities are independently responsible for deciding on their opening hours, etc. The same applies to public and private utility services (such as water and electricity).

## 10. THE GUEST'S RIGHT TO CHANGE AND CANCEL THE RESERVATION

Should the customer wish to change or cancel a reservation after the advance payment,

this must be done in written form (email, mail, or fax). Change is considered if the Guest wants to change the name of a reservation holder, number of people or to change arrival/departure date, at latest 30 days prior to the arrival date.

First change of the reservation, if it is possible without extra expenses, will be made for free.

If the guest who wants to cancel the rented accommodation units finds another user for the same reservation, the Agency will not charge any expenses for the replacement. In case of a shorter stay, the total price of accommodation is calculated for the entire reserved period.

For any more changes the Guest will be charged the expenses of 15 EUR per change. If the change of the reservation is not possible, and the Guest cancels a confirmed reservation because of it, lower mentioned conditions apply. Any change of accommodation unit and any change within 30 days prior to arrival or during the use of a reservation will be treated as reservation cancellation. The Agency reserves the right not to accept any booking modification.

Lead Guest agrees to comply with cancellation policy that applies per specific booking and is noted on the system of the Agency and its partners at the time of booking creation.

In case of cancellation, cancellation expenses will be calculated based on a date the Agency received a cancellation notice (written) from the Guest.

The cancellation must be made via Agency's e-mail, fax or partner portal site.

The Guest is obligated to pay the remaining price of the booking applicable to the specific booking that he wishes to cancel.

**Terms of cancellation are:**

The cancellation within' 24 hours after the reservation is penalty free (refund of the money will be in 14 days).

For the cancellation 30 and more days prior to the reservation date, the cancellation fee is 30% of the reservation price.

For cancellation 30 or less days before prior of the reservation, the Agency will charge 100% of the reservation price.

If a Guest does not arrive in reserved accommodation unit by midnight without informing the Agency / Contact person about arriving late, this reservation will be considered cancelled. Cancellation expenses will be calculated using the Cancellation terms. Should

the actual costs of the cancellation exceed the above listed fees, the Agency reserves the right to charge the actual costs.

The day when the cancellation notice has been received is considered the cancellation date (if it happens to be a holiday or Sunday, it will be the next working day). For every cancellation of the reservation the Agency charges 30,00 EUR of manipulative expenses.

**In the event that the Guest must cancel a reservation within 60 days of the beginning date of the service, the Agency offers the Guest the possibility of finding a new Guest/ User for the same reservation if possible (this depends on the service provider), wherein the Agency will only charge for the actual cost of the replacement.** The new reservation holder assumes all of the obligations of these General Terms and Conditions.

If the costs of the accommodation are in fact higher than what was initially given, the Agency 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.

## 11. THE AGENCY'S RIGHT TO CHANGE AND CANCEL THE RESERVATION

The Agency reserves the right to change or cancel the booked accommodation if before or during holidays special conditions occur that cannot be avoided or

eliminated (natural disasters: earthquakes, floods, fires, epidemic, droughts, wars, strikes, acts of terrorism and restrictions issued by the government).

If before or during the guest's stay, special circumstances occurred that cannot be avoided or eliminated, on which the Agency has no influence, the Guest will be offered an alternative.

If the Agency is in a position to offer the guest an alternative, the change of reserved accommodation can be done only with the permission of the guest. The offered alternative must be of equal or higher quality than that of the originally reserved accommodation.

The Agency is obliged to inform all guests who confirmed their arrival by making an advance payment about the change in the reservation or cancellation, immediately after the special circumstances occur, and if it cannot find alternative accommodation, must return to them the amount they paid.

If the Guest accepts the alternative offer, and it is more expensive than the initial offer, the Guest is obligated to pay the difference. If the alternative is cheaper, the Agency will return the difference to the Guest.

In cases where substitute accommodation for paid accommodation is not available, the Agency reserves the right to cancel the reservation upon prior customer notification (at least 7 days before arrival) and guarantees the refund of the complete paid amount.

In case the cancellation occurs during the traveller's stay, the refunded amount will be only for the rest of the cancelled stay.

The Agency reserves the right to change the prices in case the service provider changes the accommodation price list. In case the prices change after the advance payment has been made, the Agency guarantees to the Guest that the remainder will be calculated at the original price, on which the Guest based its decision.

In cases of a significant increase of the value of Euro in relation to Kuna, the Agency has the right to modify the prices of accommodation according to the newly developed situation on the market. The Agency can then no longer guarantee the price concluded for advance payment and confirmation of reservation.

## 12. THE OBLIGATIONS OF THE AGENCY

The Agency is obliged to check and maintain a good level of accommodation services, and following the practices in tourism to protect the interests and rights of the Guest.

The Agency has to issue travel documents after receiving a payment for total reservation value. The Agency will carry out these obligations, except in cases of special circumstances, when the Agency will act following "*The Agency's right to change or cancel the reservation*".

The agency is obliged to ensure that the Guest is provided with all the rented services, and is accountable in case all or parts of the rented services are not carried out.

The Agency disclaims any responsibility in case the services have been modified or not carried out due to circumstances beyond its control.

### 13. THE OBLIGATIONS OF THE GUEST

The Guest is personally responsible to arrange a transfer to the accommodation unit. The Agency will provide all the available information to make it easier for the Guest to locate

the reserved accommodation. If there is a possibility and also a need, the Guest can arrange a local transfer directly with the service provider.

Upon arriving to the accommodation unit, the Guest has to show travel document (Voucher or confirmation of the stay) to the service provider.

On the day of departure, the Guest is obliged to allow the host to check the condition of the rented accommodation and leave it as he or she found it on the day of arrival. In case

the Guest doesn't comply with these obligations, he or she is responsible for the incurred expenses and for the damages caused by it.

During their stay, it is the Guest's duty to use the accommodation owner's property and equipment with appropriate care. They must also adjust their behaviour as not to disturb the other guests, neighbours and host.

In the event of the Guest not adjusting their behaviour with the house rules even after being warned, they lose their right to the booked accommodation and must leave immediately without compensation. Any damages and deficiencies caused or discovered by the Guests must immediately be reported to the person in charge of the keys or the Agency employee. This way damages and deficiencies will immediately be removed without lessening the quality of stay.

The Guest is responsible for the damage he causes, and especially for the damage and problems caused by disregarding these terms, conditions and obligations. The Guest is responsible to cover the damage directly to the accommodation provider.

The Guests are obliged to have valid passports or personal document. Invalid passports / personal documents leading to a cancellation of the travel could suffer an additional damage due to such an omission by a Guest, therefore, the Guest is obliged to compensate the same.

If a passport is lost or stolen during travel, the costs of issuing of a new passport shall be borne by the Guest himself/herself.

Guests are required to leave the apartment in the state that they found it in.

## 14. TRAVEL INSURANCE

The cost of travel does not include the travel insurance "package": 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 Guest has been provided and recommended all types of insurance listed above. If the Guest requires insurance, it that can be contracted directly with one of

the insurers or with the Agency itself wherein the Agency only acts as a mediator. We recommend that you read conditions of insurance prior to purchase.

## 15. LUGGAGE

The Agency is not responsible for lost, damaged or stolen luggage, nor for stolen luggage or valuables kept in the accommodation unit (renting a safe if possible or buying an insurance package which would include luggage insurance is recommended). Lost or stolen luggage is to be reported to the accommodation service provider or to the relevant police station.

## 16. HANDLING COMPLAINTS

The Guest has the right to complain about undelivered contracted services. If the services / accommodations were not completely or appropriately delivered, the guest can request adequate compensation by submitting a written complaint on the following e-mail: [info@travelin.hr](mailto:info@travelin.hr). The answer will receive in 15 days maximum. In all cases Agency shall only accept cancellations made by lead guest.

Procedure for complaints:

If the guest, upon arrival to the destination, is not satisfied with the condition of the accommodation unit, he/she is obliged to immediately inform the representative of service provider (owner of accommodation, etc.) and the Agency, explaining the reasons for dissatisfaction.

The Guest is obliged to work with the Agency representative and the service provider in good faith to eliminate the reasons for complaint. If the Guest cannot accept the offered solution that corresponds to the reserved and paid services, the Agency will not accept his/ her subsequent complaint and will not consider itself obliged to respond to it.

Upon arrival to the destination, if the guest is not satisfied with the condition of the accommodation unit, leaves it and finds another accommodation at his own initiative, not giving the Agency the opportunity to eliminate the reasons for his dissatisfaction and possibly find him a substitute accommodation, the Guest cannot request a refund nor file a complaint for compensation, regardless of whether the reasons for this were justified or not.



If the justified reasons for dissatisfaction cannot be eliminated, the Agency is obliged to find substitute accommodation for the Guests.

The highest compensation can amount to the amount of the part of the services that the complaint refers to, and cannot include already used services or the total amount of the arrangement. The Guest is also not entitled to compensation of non-material damages.

Furthermore, the Agency will not be held responsible for weather conditions, cleanliness of the sea and beaches, quality and availability of facilities of destinations visited, road construction, condition of surrounding houses and facilities as well as all the other similar situations and events not directly related to the quality of the reserved accommodation unit, that can result in the dissatisfaction of the Guest.

The Guest is not entitled to complain about information advertised on the the Agency website that went unnoticed by the Guest, or about any facts that he was warned about by the the Agency staff.

## 17. COURT JURISDICTION

The parties commit to seek 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.

Pula, 28.01.2025.