

# Terms and conditions of accommodation service

08.02.2021 by GoToAdria

## 1. General Terms

These General Terms and travel regulations are a component part of the Agreement, in other words the voucher, between Vincere Simul d.o.o., Put Makra 87, 21 300 Makarska, ID code: HR-AB-21-060280290 (hereinafter: the Agency) and the travel contractor (hereinafter: the Traveller). All the information and terms in the program and these General Terms are binding for both the Agency and the Traveller.

## 2. Offers

The Agency ensures services according to the information published and valid at the time of the reservation confirmation, and according to the description and travel period in accordance with confirmed reservations except in circumstances beyond our control such as illness of the service provider or his/her immediate family, outstanding circumstances which cannot be foreseen nor eliminated (natural disasters such as earthquakes, floods, sanitary disruptions, fires, droughts, wars, strike, terrorist actions and limitations issued by the government mobilisation, country exit ban).

## 3. Reservations and payment

Inquires and accommodation reservations can be made via e-mail, in writing or in person at any of the Agency's branch offices as well as at the offices of our partner travel agencies. By confirming a reservation, the Traveller confirms that he/she is aware of the General Terms and conditions of the travel services and fully comprehends and accepts these terms which are binding for both the Traveller and the Agency.

The Agency provides the Traveller with the appropriate materials in electronic form, presenting all relevant information regarding the trip, and provides or points out the

general terms and conditions of the trip which are an integral part of this Agreement, as well as offers a travel insurance package. The Traveller is obligated to provide any information required for the reservation process. A deposit is required depending on the chosen payment method. The balance payment is due at least 30 days before arrival unless otherwise specified upon booking confirmation.

Note for payments made from abroad – This method of payment refers exclusively to foreign clients. It is necessary to transfer the value of the reservation to the foreign account of the agency. The payers and recipients bank transfer fees are covered entirely by the client.

The service provider reserves the right to withhold service to the Traveller if the Traveller brings a pet to the accommodation without previously notifying the Agency or the service provider. In this case, the Agency is not obligated to accept complaints made by the Traveller on the quality of the booked accommodation or services.

Promotions and discounts cannot be aggregated with each other or combined. Each reservation can contain only one discount.

#### **4. Sojourn tax**

According to the Law on sojourn tax of the Republic of Croatia, if stated on the invoice, the Traveller is obligated to pay the sojourn tax along with his/her accommodation payment.

#### **5. Rates**

The price of the service includes the basic service as described in the price list for the reserved accommodation unit. Special or extra services are those services which are not included in the base price of the accommodation (marked “on request” in the description of the accommodation unit or Price List/Rates or additional services that are available

through prior notification and additional payment) and as such are to be paid by the Traveller along with the reservation amount or at the spot, as indicated in our offer. Special and extra services/requests must be requested or announced during the reservation process.

The average cost of electricity, water and gas is included in the price of the accommodation as are all the sheets and bedding items, final cleaning and other added services which are noted in the description of each accommodation unit. The Traveller is obligated to leave the premises clean and tidy before departure, regardless of the final cleaning charge set by the proprietor. Final cleaning includes washing and stacking of dishes, trash removal and sweeping all the rooms in the accommodation unit so that the accommodation unit is left neat and tidy. You should also bring the toilet paper (apart from when you're staying at a hotel).

The service rates are stated in Euros. The Agency reserves the right to change the published rates. Travellers who have paid the deposit for a certain reservation are guaranteed by the Agency the accommodation rate listed on the calculation based on which the deposit payment was made. Should rate changes occur prior to the deposit being paid, the Agency is obligated to inform the Traveller of these changes. All involved parties accept that the Agency reserves the right of changing the rates no later than 20 days prior to the beginning of the service if the following occurred after the reservation confirmation: changes in the foreign exchange rate, Should the price of the paid reservation amount increase for more than 10 %, the Traveller has the right to cancel his/her reservation and is also entitled to a refund without any additional compensation.

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 Traveller resides. Possible differences in rates cannot be subject to complaint. Should the number of people arriving to the reserved accommodation unit exceed the number indicated on the travel documents (voucher), the service provider has the right to withhold service to unannounced Travellers or accommodate all Travellers provided that additional payment for the unannounced

Travellers is made on the spot. In this case, the agency does not acknowledge any complaints for quality or services provided at the booked accommodation.

## **6. Categorization and service description**

The offered accommodation units are described in accordance with the official categorization of the proper authority, as well as the actual state of the unit at the time of its publication. The standards of the accommodation, food, services and the like vary depending on the destination/country and are not subject to comparison. The information provided to the Traveller at the point of sale does not obligate the Agency any more than the information stated on the web pages of [www.gotoadria.com](http://www.gotoadria.com) or in the catalogue or other printed materials of the Agency.

A parking place is secured only if the service provider has one available parking space for each accommodation unit on the premises or in its vicinity. A secured parking place does not necessarily mean that it is located in the yard of the premises, in a guarded, fenced or covered area.

Accommodation that is wheelchair accessible, but not necessarily completely adapted must possess the following characteristics:

- position of the accommodation unit is on ground floor (up to a maximum of 2 steps at the entrance to the accommodation unit)
- size of the accommodation unit is suitable for movement of a person in a wheelchair (minimum door width is 75cm, spacious bathroom, which is not necessarily equipped with adequate handles and bars)

## **7. Obligations of the Agency**

The Agency's obligation is providing services as well as selecting the service provider while taking into consideration the rights and interests of Travellers in accordance with

the traditions of the tourism industry. The Agency will fulfil all the abovementioned obligations as described, except in circumstances beyond its control (Article 2) in which the Agency will proceed as stated in Article 12.

## **8. Obligations of the Traveller**

The Traveller is obligated to:

- have valid travel documentation
- respect and abide by all customs and foreign exchange regulations of the destination country
- respect and abide by all customs and foreign exchange regulations as well as the laws and other regulations of the Republic of Croatia as well as other countries through which he/she passes through or resides in. Enquire whether or not he/she requires a visa for the destination country as well as neighbouring countries. In the event the Traveller is unable to continue the trip as a result of being in direct violation of these regulations, the Traveller is responsible for all related expenses.
- abide by house rules of the accommodation unit as well as cooperate with the service provider in a well-intentioned manner
- present the service provider with the document proving paid service (voucher received via e-mail or fax)
- pay the balance of the reservation as stated on the travel document (voucher) to the service provider on first the day of arrival.
- announce the intention of bringing a pet into the accommodation unit, even if the accommodation unit is described as a pet friendly accommodation, as well as announce the type and size of the pet. Even though pets might be permitted, there are house rules which must be followed and respected. For majority of pet friendly accommodation units an extra fee is applicable which is paid on the day of arrival directly to the service

provider. The Traveller will receive information from the agency in advance about the pet fee which is to be paid on the day of arrival.

- if the Traveller has an intention to arrive with more persons than listed as the maximum capacity of the accommodation unit he is obligated to inform the agency immediately upon sending an accommodation request, even if the persons are minor children. The possibility of staying with a larger number of people solely depends on the goodwill of the accommodation service provider and does not exclude additional payment. There are no rules under which minor children can stay free and without notice in the accommodation unit.

If the Traveller does not follow these regulations, he/she will be held responsible for any expenses or damages. By confirming a reservation, the Traveller has agreed to compensate the service provider on the spot for any potential damages caused by his/her own negligence.

## **9. The Traveller's right to changes and cancellations**

In the event the Traveller wishes to change or cancel a confirmed reservation he/she must do so in writing (via e-mail). Changes or cancellations by telephone are not permitted and will not be accepted. In the event that the Traveller should request to make a change or cancel a confirmed reservation, the date on which the written cancellation is received, during regular Agency's working hours, will represent the basis for the cost calculation. If the written cancellation is received outside regular Agency working hours, the cancellation date which will represent the ground for calculating cancellation costs will be the following working day of the agency. In the event that the Traveller cancels a confirmed reservation of a private accommodation up to 72 hours after making the payment, provided that there is at least 31 days left between the date of the cancellation and the beginning service date of the reservation in question, the Agency shall issue a refund of the paid amount to the Traveller within 7 working days. Only valid for one cancelled reservation.

In the event that the Traveller should request to change the number of persons, the arrival or the end date of a confirmed reservation, provided that the change is possible, the following conditions will apply:

- more than 30 days before arrival, if the new reservation amount is of equal or greater value than the original reservation amount, the Agency will charge only the price difference
- more than 30 days before arrival, if the new reservation amount is less than the original reservation amount, the Agency will charge a 30,00 EUR change fee. Eventual price difference will be refunded to the Traveller.
- from 29 to 7 days before arrival, if the new reservation amount is of equal or greater value than the original reservation amount, the Agency will charge only the price difference.
- from 29 to 7 days before arrival, if the new reservation amount is less than the original reservation amount, the Agency will make a change according to the Travellers request, but the amount of the reservation will not be reduced.
- reservation changes from 6 to 1 days before arrival are not possible.

In the event that the Traveller requests to change the confirmed accommodation unit to an accommodation unit within the same building of the same service provider, provided that the change is possible, the Agency will charge a 30,00 EUR change fee and any price difference.

In the event that the Traveller requests to change a confirmed accommodation unit to an accommodation unit of a different service provider, the change will be treated as a cancellation and the Cancellation terms stated below will apply.

If a reservation change is not possible and the Traveller cancels the confirmed reservation, the Cancellation terms stated below will apply.

Cancellation terms:

## Private accommodation

1) For cancellation of private accommodation the cancellation charges are as follows:

a. for a reservation cancelled up to 60 days prior to the beginning date of the service 0% of the total amount of the reservation will be charged

b. for a reservation cancelled from 59 to 8 days prior to the beginning date of the service 30% of the total amount of the reservation will be charged

c. for a reservation cancelled from 7 to 0 days prior to the beginning date of the service 100% of the total amount of the reservation will be charged

## Villas

2) For cancellation of villas the cancellation charges are as follows:

a. for a reservation cancelled up to 90 days prior to the beginning date of the service 30% of the total amount of the reservation will be charged

b. for a reservation cancelled from 55 to 43 days prior to the beginning date of the service 50% of the total amount of the reservation will be charged

c. for a reservation cancelled from 42 to 29 days prior to the beginning date of the service 70% of the total amount of the reservation will be charged

d. for a reservation cancelled from 28 to 0 days prior to the beginning date of the service 100% of the total amount of the reservation will be charged

For every cancelled reservation the Agency charges a fee of 25 Euro for handling expenses. If the Traveller is entitled to a partial refund after cancelling his reservation, the agency will make a refund within 45 days.

In the event that the Traveller cancels a reservation for which he/she paid 30% of the total booking amount, and the actual cancellation costs exceed the amount already paid for the reservation, the Agency reserves the right to charge the actual costs incurred which will be calculated in accordance with the Cancellation terms described in Article 9



of these General Terms and conditions. The Agency will issue an invoice to the Traveller which he will be obligated to pay within 14 days of receipt thereof.

In the event the Traveller must cancel a reservation within 7 days before the beginning date of the service, the Agency offers the Traveller the possibility of finding a new Traveller/User for the same reservation if possible (this depends on the service provider). In that case, the Agency will only charge the actual cost of the passenger change. The new reservation holder accepts all the obligations stated in these General Terms and Conditions.

In the event the Traveller does not arrive to the accommodation by midnight on the beginning date of the service, without contacting the Agency or the service provider, the reservation will be cancelled and the corresponding cancellation fees will be charged according to the above mentioned terms. Should the actual costs exceed the amount paid for the reservation, the Agency reserves the right to charge the actual costs incurred and will send an invoice to the Traveller which he will be obligated to pay within 14 days of receipt thereof.

The Agency is not obligated or responsible for reimbursing the Traveller for the cost of his/her travel documents or visas relating to the reservations cancelled by the Traveller.

## **10. Travel insurance**

The cost of the trip does not include the travel insurance "package": insurance against accidents and illnesses that may occur during the trip, damage or loss of luggage or voluntary health insurance. Should the Traveller request additional insurance, arrangements can be made directly with the insurance company or at the Agency itself wherein the Agency acts only as a mediator. Please read the insurance Terms and Conditions carefully before purchase.

The cost of the trip does not include cancellation insurance. Should the Traveller, during the reservation process suspect that due to certain reasons he might cancel his trip the

agency recommends purchase of cancellation insurance. Cancellation insurance cannot be paid for after the reservation has been made, only during the booking process.

Should the Traveller not have cancellation insurance and is unable to travel the Agency reserves the right to refund the Traveller according to the cancellation terms listed in Article 9 of this Agreement. In the event of a reservation cancellation, visa application costs and other travel document costs are non-refundable even if the Traveller has cancellation insurance. If the Traveller has a cancellation insurance policy, the Traveller must file all claims with the insurance company which issued the policy, while the Agency is obligated to provide all necessary documentation relating to the claim and the reservation in question. All other insurance terms and conditions are enclosed with the insurance policy and the Agency recommends that Travellers read them more carefully.

## **11. Luggage/baggage**

Each Traveller is responsible for lost, damaged and/or stolen property left unsupervised. 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.

## **12. The Agency's right to changes and cancellations**

The Agency reserves the right to make changes of reservations in the event of circumstances which cannot be predicted, avoided or eliminated (see Article 2). A reserved accommodation unit can only be changed with prior notification to the Traveller for an accommodation unit of the same category or of a higher category and at the price at which the Traveller confirmed the reservation. If the replacement accommodation is only possible in a higher-category unit where the price is 15% higher than the price of the paid reservation, the Agency reserves the right to charge the Traveller for the difference

in agreement with the Traveller. In the event a replacement accommodation unit cannot be arranged, the Agency reserves the right to cancel the reservation and notify the Traveller prior to the beginning of the service and guarantees a full refund of the paid amount. If the Agency cancels a reservation, the Traveller is not entitled to any compensation from the Agency and the Agency is only obligated to refund the amount paid to the Agency's account. If an adequate replacement unit is not available on the day of the commencement of the service, the Agency will make an effort to provide the Traveller with information on possible alternative arrangements which are not a part of the Agency's offer and will refund the Traveller with the full amount paid for the reservation.

### **13. Handling/filing complaints**

Each Traveller – reservation holder has a right to file a complaint if the paid services were not provided. If the services provided are not satisfactory, the passenger is required to immediately notify the Agency about the inadequate service and file a complaint on the day of his/her arrival at the location to the service provider and to inform the Agency office by email at [info@gotoadria.com](mailto:info@gotoadria.com) or by phone at +385 (0) 91 787 0030 or +385 (0) 91 787 0030 .The Traveller is obligated to cooperate with the Agency representative as well as with the service provider in a well-intentioned manner so that the cause of the complaint can be resolved. If upon arrival the Traveller is not satisfied with the state of the accommodation and leaves the accommodation on his own initiative and finds another accommodation without giving the agency a chance to resolve the issue, correct the cause of the discontent, or find another accommodation for the Traveller, the Traveller does not have a right to request a refund or make a claim for compensation, regardless of the fact that his/her reasons were justified or not.

Should the Traveller accept the proposed solution which corresponds with the service rendered on the spot, the Agency will not take additional complaints into consideration or respond to them.

If the problem is not resolved on the spot following an intervention, the Traveller is obligated to submit a written complaint along with supporting documents as well as any photographs to support the complaint to the agency by e-mail at [info@gotoadria.com](mailto:info@gotoadria.com) or by post mail no later than 8 days following the return of the Traveller from his/her trip. The Agency shall only take into consideration fully documented complaints which are received within the 8-day deadline.

The agency is obligated to make a written solution to the complaint within 14 days of receipt of the written complaint. The agency can postpone the deadline in order to collect the evidence and check the claim quotes with the service provider but not for more than 14 days. The agency will take into consideration only those claims whose cause could not be resolved on the spot.

Until a decision has been made by the Agency, in other words for the duration of the 14/28 days after the complaint has been filed, the Traveller relinquishes the right to involve a third party, the arbitration of the UHPA or other institutions, publicly disclosing information as well as filing suit. The highest amount of compensation per complaint can amount to the complaint portion of the service and cannot encompass the used portion of the service or the total amount of the service. The law of tourism excludes the Traveller's right to be compensated for ideal damages.

If the Traveller is not satisfied with the answer from the organizer, and has used services from an agency that is a member of UHPA and complied with the above mentioned guidelines for the implementation process of the complaint, the Traveller can appeal to arbitrage UHPA. In accordance with the Rules of Arbitration, the entire process should be completed within a month . During this process the organizer will either agree on the damages or the Traveller will with a small fee, learn that even in court, to which the Traveller can still appeal, there is almost no chance of winning the lawsuit.

The Agency cannot be held responsible for climate conditions, cleanliness, and the temperature of the sea, nor for other similar situations and events which can result in the dissatisfaction of Travellers and are not a direct result of the accommodation unit (for

example, bad weather, improperly maintained beaches, crowds, lost or stolen property and such).

If the Traveller decides to book the special LAST MINUTE deal, then he accepts all risks of such travel. These journeys include uncertainty of facts upon which the agency can not influence, and the Traveller primarily due to the price accepted such a trip and therefore has no right of complaint to the agency.

#### **14. Personal information security**

The Traveller provides personal information of his/her own free will. Personal information is required for processing requested services. The same information shall be used for inter-communication. The Agency is under obligation that the personal information of the Traveller will not be taken out of the country or given to a third party except for the purpose of carrying out requested services. The personal information will be kept in a database in accordance with the Management's decision on the method used for collecting, processing and securing personal information. With the acceptance of these General Terms, the Traveller gives permission for his/her personal information to be used for promotional offers of the Agency.

#### **15. Note**

Paying a deposit or payment in full signifies that the Traveller fully comprehends and accepts the aforementioned terms. Voditelj poslovnice: Ivan Perkuslc

#### **16. Court jurisdiction**

The Traveler and the Agency will aim to settle possible law suits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the

decision of the Makarska Court jurisdiction, under the authority of the laws of the Republic of Croatia.