

IBB obrt za usluge turističke agencije  
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IBB company for travel agency services, hereinafter referred to as a IBB.

By using the website [www.istria-accommodations.eu](http://www.istria-accommodations.eu) sending an e-mail or contacting our company by phone in order for request an inquiry or book the accommodation, you confirm and accept the stated conditions. The website is structured and managed in accordance with the laws of the Republic of Croatia.

### **Subject of the contract**

The general conditions of the accommodation services are an integral part of the contract between IBB, as a tourist agency and the Guest who accepts the offered accommodation. All of the above in the general terms and conditions is a legal obligation for guests, as well as for the IBB agency. IBB undertakes to take all prerequisites to provide accurate information to the customers. All information, data and pictures of accommodation capacities are collected from the accommodation owner. Although the data has been taken by the owner of the accommodation facility and IBB assumes no responsibility for errors, negligence, and delays of updating the information.

IBB is tourist agency which provides services of mediation in rental of accommodation units based on contract of mediation in provision of accommodation services signed with the owner of the units and is not the owner of the same. The owner has obliged with the contract with IBB agency to provide true and complete information about the accommodation facility, therefore bears full responsibility to the guest. If, contrary to IBB's expectations, the accommodation reservation cannot be completed for the reasons beyond IBB's control, such as the sale of the facility or a breach of the contract by the owner or an unforeseen event, IBB is entitled to cancel the reservation and the agreed amount will be refund to the guest without delay. Alternatively and depending on the guest's wishes, IBB may offer the guest another accommodation facility.

### **Reservation and payment terms**

During selecting and confirmation availability of the facility, to confirm the reservation it is necessary to pay 30% of the total contracted amount. Advance payment must be paid within 3 days from the confirmation of the availability of the accommodation facility and after the IBB agency receive the payment on account, reservation enter into force. Until the advance payment of 30% is not realized, the reservation is not secure and the accommodation is available for booking to the other interested parties. The method of payment of the remaining 70% of the total agreed amount, the Guest and the IBB agency will agree during reservation of the facility. If the payment will be made by bank transfer, the remaining amount must be remitted no later than 30 days from the beginning of the rental period. If you agree to pay the remaining amount in cash (at the facility where it is approved), the Guest can pay remaining amount immediately upon arrival and directly to the owner. There is no possibility of electronic payment (credit card) in the accommodation unit. Delay in payment will be considered as a cancellation by the Guest and cancellation costs defined under Cancellation will be charged.

If it is less than 30 days between the day of booking and the starting date of the rental, full amount should be pay immediately.

During reservation the IBB agency will send the reservation number and the name of the accommodation facility which you have to specify on payment details. If you do not specify the reservation number or the name of the accommodation facility, the IBB agency will not be able to connect payment with your reservation.

People under the age of 18 cannot rent accommodation. The guest must confirm that is at least 18 years old. If it turns out that the group does not have the required average age for accommodation (without children under 12), the stay can be denied without reimbursement.

### **Cancellation by Guest**

If the guest have a plan to cancel the reservation, he is obliged to inform the IBB agency in writing (by e-mail: [info@istria-accommodations.eu](mailto:info@istria-accommodations.eu)). The costs of cancellation related to **apartments** are as follows:

- for cancellation up to 30 days before arrival, 30% of the total amount of the reservation will be charged.
- for cancellation in the period from 30 to 15 days before arrival, 65% of the total amount of the reservation will be charged.
- for cancellation in the period from 15 to 7 days before arrival, 90% of the total amount of the reservation will be charged.
- for cancellation in the period from 7 to the day of arrival, 100% of the total amount of the reservation will be charged.

When canceling reservations of **villas with a swimming pool**, the IBB agency does not guarantee a refund, but suggests that the guest have possibility to ensure reservation through the insurance company.

### **Change of reservation**

On request of the guest, it is possible to change the reservation in terms of changing the date, facility or name of the person. Any change made no later than 30 days before the date of use of arrival will be charged by HRK 150,00 ( EUR 20,00).

### **Check in / Check out**

Upon arrival at the facility you will be welcome by the host unless otherwise was agreed. The Guest is obliged to hand over his / her travel and personal documents to the owner of the accommodation for the purpose of registration. Documents should be return immediately after registration and realisation of payment (if the remain payment is agreed upon arrival). Arrival is required between 4pm and 9pm (local time) and departure by 10am (local time). In case that arrival is not possible until 21:00, the Guest is obliged to inform the owner of the accommodation (or agency), with whom he will arrange to pick up the keys. In case of early departure, the Guest is obliged to pay the amount specified in the binding reservation.

### **Maximum number of person**

Only the number of persons specified in the description of the booked accommodation unit published on the IBB website is allowed to be accommodated in the facility from our offer. The same applies to children, regardless of their age, with the exception of facilities where the description states that it is explicitly allowed to bring another child of up to 4 years without surcharge. The guest is kindly requested to note this fact during reservation process.

It is also forbidden to set up tents or caravans on the land belonging to the facility.

In case of exceeding the maximum number of person or setting up a tent or caravan on the land of the facility, the owner of the facility may charge a certain fee per person for redundant persons or may remove excess persons from the property, or order the removal of the tent or caravan. In case the guest does not adhere to this order, everyone will be removed from the property, without the possibility of a refund.

### **House Rules**

Each accommodation unit has its own house rules that are displayed in a visible place and available to the Guests. Guests are required to follow the house rules. If the guest doesn't follow the house rules that can be considered a serious breach of the terms of the lease and in that case, the owner of the accommodation unit and /or the IBB agency have the right to cancel the accommodation lease agreement. The cancellation takes effect immediately, without a notice period, and the Renter, together with all persons staying there is obliged to leave the accommodation unit within 2 (two) hours. The guest has no right to request a refund of the amount paid for accommodation from the owner of the accommodation unit or the IBB agency.

### **Noise**

In case that the guests disturb area with noise and do not calm down even after the warning, the same can be considered a violation of the terms of the lease agreement in which case the owner and / or IBB are authorized to terminate the lease agreement and the guests undertakes to leave the facility permanently within 2 (two) hours and have no right to ask the owner or the IBB agency to refund the amount of paid accommodation.

### **Swimmingpool and jacuzzi**

Use of the pool and jacuzzi is at guests own risk, and guests are required to abide by the rules of conduct at the pool and jacuzzi.

### **Pets**

Pets are allowed in certain facilities and written permission for pets is required. In some facilities stay of pets can be additional charged. If the arrival of pets (dogs) is approved, the same in the yard where other guests or the host are staying must be on a leash and have a muzzle on its snout. If you come with pets without explicit written consent, the stay can be denied free of charge. Neither IBB nor the owner of the accommodation is responsible for possible illness, injury or death of pets during their stay.

### **Group of young (up to 26 years old)**

If it is determined on the spot that a group of young / young adults came to the facility where this is not allowed, which is clearly indicated in the description of the facility on the website, special conditions for such groups will apply.

The amount of the deposit is increased to 150.- € per person - payable exclusively in cash on the spot.

Guests are required to strictly adhere to the house rules which can be found in each of the facilities from our offer with special emphasis on the prohibition of loud celebrations and the release of loud music throughout the day and night. We can deliver house rules to guests at their request.

In case of non-compliance with the stated rules, the owner of the house will warn the guests once. In the event that guests continue to violate the house rules or their behavior causes material damage to the facility, the owner has the right to deny guests further accommodation without refund of the deposit paid and the amount paid for accommodation.

### **Deposit**

The guests are obliged to leave a cash deposit upon arrival at the accommodation unit as an instrument of insurance for any damages. The amount of the deposit that is required to be paid to the owner of the accommodation will be mentioned in the written confirmation of the reservation. The deposit serves as an instrument of insurance to the owner of the accommodation for damages committed in the accommodation unit and the owner of the accommodation unit has the right to cover the damage from the deposit. In case that the damage caused is bigger than the amount of the deposit, the Guests are obliged to pay the full amount of damage to the owner of the accommodation. If no damage has been done in the accommodation unit, the owner of the accommodation is obliged to return the amount of the deposit to the Guest upon handover of the keys upon the departure of the Guest. Please secure the deposit amount upon arrival at the accommodation unit. Otherwise, entry to the accommodation unit may be delayed until you secure a deposit.

### **Damage caused by guests**

The guest undertakes to take responsibility towards the rented accommodation facility. The guest is obliged to leave the object in the condition in which it was found. For any damage caused, the guest is directly responsible to the owner. If the guest causes damage, the owner can collect it from the deposit and if the deposit is not sufficient to cover the damage, the guest undertakes to pay the owner the difference up to the full amount of the damage. Intentional damage of the property or breach of public order is considered as violation of the provisions of the Lease Agreement in which case the owner and / or IBB are allowed to terminate the Lease Agreement which enters into force immediately, (without notice) and the guests have 2 hours to leave the facility and have no right to ask the owner or the agency to refund the amount of paid accommodation.

The guest undertakes to immediately report any damage to the building or property around the building during the rental period to the owner. Upon departure of the guest, and before handing over of the keys, the guest undertakes to check the facility with the owner. In case no damage has been done, the owner of the facility is obliged to return deposit to the guest. Damage can also be considered the need for additional cleaning due to a particularly poor condition in which the guest returned the object to the owner, and the owner of the object has the right to collect the damage from the damage deposit.

### **Right of access**

Representatives of the IBB agency or the accommodation owner have the right to access the accommodation unit at any time. The owner of the accommodation or the IBB agency will try to inform the Guest before their visits.

### **Obligations and responsibilities**

Other obligations of the guest

During the stay obligation of the guests is to use the property and equipment of the owner of the facility with full responsibility. In addition, guests are obliged to adjust their behavior in a way that does not disturb other guests, neighbors and hosts. In case that the guest does not comply with the house rules even after the warning, they lose the right on reserved accommodation and are obliged to leave it without refund. Any damage and defects caused by the guests or institutions should be reported immediately to the host or agency. On that way, damages and shortcomings will be removed immediately without compromising the quality of the stay. The guest is responsible for the loss or damage caused only in the case when he can not prove that he is not responsible for it. The same applies if the accommodation unit cannot be handed over for use to the next guest due to damage, dirty or lack of equipment. The owner of the facility will collect the loss or damage from the guest on the spot.

## **IBB liabilities**

IBB undertakes to make available to the guest, on his own name or on behalf of the host, in reserved period a tidy and clean accommodation unit equipped in accordance with the description. In case that the accommodation unit does not match the description according to reservation IBB will do everything to eliminate the observed failure, ie provide the guest with appropriate replacement accommodation of equal value. In case that this is not possible, is not achieved within a reasonable time or if the guest refuses to accept the offered alternative accommodation IBB will reimburse to the guest for any form of impairment, if it is indisputably determined that it is responsible for it. IBB's legal liability is limited to the total price of the accommodation (whereby the claim of all persons involved is paid together) and does not include personal damages and losses such as material and monetary losses. IBB will not be held liable if the loss or damage can be attributed to the following causes:

- Actions or omissions by the guest or his companions;
- Unforeseeable or unavoidable omissions by a third party not involved in the provision of the services specified in the reservation;
- Force majeure (strike, war, monetary crisis, political or social unrest, illness, quarantine or any event, or unexpected conditions beyond it control)
- Use of swimming pools, children's playgrounds, sports facilities of all kinds (eg karting, jet skiing, horseback riding, rental and driving of motorcycles, scooters and other vehicles, diving, swimming, falls from the edge of the pool, sliding on wet tiles or stairs, etc.). The use of these and such facilities is the sole responsibility of the guest;
- Damage and loss due to burglary.

The above conditions apply equally to non-contractual obligations.

Neither the agency nor the owner of the accommodation is responsible for the death or injury of any member of the Tenants group, or any other person in the accommodation unit.

## **Force majeure**

In case of force majeure such as war, earthquake, pandemic, flood, fire, the guest is entitled to a refund of funds paid less administrative costs that may amount to max. 10% of the total contracted amount. The party invoking the above circumstances must, at the request of the other party, provide authentic evidence of their actions.

In case of force majeure when the guest has already entered the facility, the agency does not undertake a refund, but the eventual refund depends on the good will of the owner of the facility.

## **Protection of personal data**

The guest provides personal data (name and surname, address of residence, telephone number and e-mail address) voluntarily. The personal data of the guest are needed in the process of realization of the requested services and will be used for further mutual communication (eg informative offer, binding offer / reservation, payment instructions, notifications on closed payment and notifications on delivery of travel documents).

IBB undertakes not to provide personal data from the country or to provide a third party, except for partners involved in the implementation of the contracted services (accommodation service provider).

## **Jurisdiction of the court**

The contracting parties undertake to try to resolve them amicably in the event of a dispute. If they fail to do so, the jurisdiction of the Municipal Court in Pula is agreed and the laws of the Republic of Croatia apply.