MY WAYCATION
Travel Agency

Terms and Conditions

My Waycation is a Croatian based travel agency owned by the company My Waycation d.o.o. (LTD). who works directly with home owners to provide the best service to our guests. The holiday houses, Villas and Apartments are under contract with My Waycation and have licenses issued by the Ministry of Tourism in Croatia.

My Waycation Travel Agency d.o.o.
Agency ID: HR-AB-01-081059344
Vlahe Bukovca 44, 10290 Zapresic, Croatia
Tax VAT Number: HR12484415539

Please ensure that you read the Terms carefully as they set out our respective rights and obligations. These Terms, apply to all bookings made through one of the sites on the HomeAway network and incorporate the conditions below and are applicable to both Agency and the Guests with confirmed bookings.

Booking Condition - Bookings are to be made by a lead guest who must be at least 18 years of age or older, if stated differently in the terms of each accommodation and must be authorized to make the booking on the basis of these booking conditions by all persons named on the booking. By making a booking, the lead guest agrees on behalf of all persons detailed on the booking that: (a) the details they are providing are complete and accurate; (b) he/she has read these Terms and has the authority to, and does agree to be, bound by them. 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. Bookings are considered confirmed with the guest receiving a booking notification after the pre-payment or completed payment (if applicable) is paid.
The Agency reserves the right to refuse the guest to make a booking without stating any reason.

Payment Condition - The payments are to be honored by the payment policy that is applicable for each and every booking made by the guest.
A down payment is required of 30% and must be instantly paid. Guest shall pay the remaining amount of 70% of the booking in accordance with payment policy 6 weeks prior arrival.

The costs of water, gas, electric power and internet as well as bed-linen, towels, kitchen towels, final cleaning of the interior, maintenance of the swimming pool and exterior, registration of stay and the value added tax are included in the rental price.

Cancellation Policy - Lead Guest agrees to comply with cancellation policy that applies per specific booking and is noted at the time of booking creation.
Only cancellations made by the leading guest shall be considered into account.

The Guest is obligated to pay the remaining price of the booking applicable to the specific booking that he wishes to cancel. If you would like to cancel your booking please cancel it in your HomeAway account. Our cancellation Policy is Non-refundable for the down payment and 6 weeks prior arrival for the final remaining amount. In the event that the cancellation or modification has been made by My Waycation, it endeavors to provide the guests with accommodation of same or better

quality. If no alternative accommodation is available or acceptable by the guest, the Agency shall refund the guest in full all amounts paid.

Prices - The prices for booking the accommodation are based on the period of the season that is booked. The price of accommodation is subject to surcharge for any extras if they are not included in the initial price which is to be noted by the Agency at the time of booking creation.

Damage and security deposit - A security deposit is required to cover the cost of any damages and it 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 price list set in the system. The property owner reserves the right not to accept the guests if the deposit is not paid at the property at the arrival.
The deposit shall be returned to the guest at the check-out

You and your party are responsible for all damage and loss to the accommodation and its contents during your stay. If you or any member of your party cause any damage to tit or any item in it or on its premises, you and/or your party may be required to pay for the loss and/or damage caused to the fullest extent and in this event we will hold you and each member of your party jointly and individually responsible.

Travel Insurance - Please note that it is your responsibility to arrange appropriate comprehensive travel insurance to cover risks including, but not limited to, medical treatment, accidents, repatriations and holiday cancellation/curtailment.

Complaints and your protection - If you have cause for complaint whilst staying in the holiday house, this must be brought to us immediately so that action can be taken at the time to rectify the problem. Should the holiday house owner be unable to resolve the matter, details of the complaint must be notified to us before the end of your stay.

Your duty of care - No other persons are permitted to stay at the accommodation and under no circumstances may more than the maximum number of persons specified in the description (except by prior written agreement with us). We, reserve the right of entry to the holiday house at any time. You and all members of your party agree not to use the property for any illegal or commercial purpose, including subletting. On day of the departure you should leave the accommodation in a reasonably clean and tidy condition so that it can be efficiently prepared for the next guests.
If excess rubbish must be cleared or excessive cleaning is necessary following your stay, any charges will either be: (a) deducted from your security deposit; or (b) invoiced to your postal address; and you agree to pay such charges.

You must let the holiday house owner or their representative know immediately if you identify any damage to the accommodation or its contents, or if something gets broken, stained, marked or damaged in the holiday house during your stay, so that remedial action can be undertaken as soon as possible.

Arrival and Departure - Standard check-in time is at 4p.m., as noted in terms.
If arrival time is different, the guest should notify in writing the time of the arrival of which the Agency shall promptly notify the property owner, who will be at the property expecting guests. Standard check-out time is at 10 a.m., as noted in terms.
The check-in and check-out times can differ from standard ones, in which case the standard times do not apply.

Events and other Functions - Any private functions (e.g. party, wedding, cocktail party) are strictly prohibited in all of our accommodations unless stated differently in the terms of each accommodation or prior permission has been granted.
Additional charges and/or increased security deposit may be applicable and the amount is in sole owner's discretion.

Pool terms and conditions - Pool, spa and hot tub heat is not included as standard. At the time of booking you will be given the option of paying an additional fee for such heat on a daily rate basis. We cannot accept any liability for failure of pool heat to provide adequate heating. Use of the pool is entirely at your own risk. It is particularly important that children are supervised at all times in and around the pool areas.

Access - The property owner or their representative shall be allowed reasonable access to the property to carry out urgent maintenance and/or inspection

Privacy Statement - My Waycation is committed to protect all personal data of their guests and will collect only the necessary, basic information about guests that are necessary to fulfill our obligations. All My Waycation property managers and accommodation owners are responsible for compliance with privacy principles.

Governing law - These Terms and any agreement to which they apply are governed in all respects by the Croatian law. You agree that any dispute, claims or other matters that arises between us out of or, in connection with your contract or booking will be dealt with by the Croatian Court only.

Limits on responsibility - My Waycation d.o.o. (LTD) acts solely as agents for the guests with respect to all holiday accommodations. Neither My Waycation d.o.o. (LTD), nor any agent or affiliate accepts any responsibility or liability of any nature whatsoever for the acts, omissions or defaults of any governmental authorities or accommodation provider or other services on your holiday or in relation to it and over whom My Waycation d.o.o. (LTD), its agents or affiliates have no direct control. In addition and without limitation, My Waycation d.o.o. (LTD) is not responsible or liable for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation.