

## **GENERAL TERMS AND CONDITIONS OF THE SeeAdria AGENCY**

SeeAdria is a travel agency (hereinafter: SeeAdria) owned by the company Nova Gradnja d.o.o. specializes in mediation in renting private villas with pools and apartments.

SeeAdria enters into mediation agreements in the provision of accommodation services directly with property owners to provide its guests with the service at the highest possible level. All advertised villas and all apartments are under contract with SeeAdria and all have licenses issued by the competent state bodies for dealing with rental services.

### **INTRODUCTION**

The lease agreement concluded with the SeeAdria agency as an intermediary is concluded by you as the lessee (hereinafter: the guest) with the owner of the holiday villa, apartment (hereinafter: villa, apartment) as the landlord (hereinafter: the owner). SeeAdria acts exclusively as an intermediary and will only be responsible as an intermediary.

By paying the advance payment for the reservation of the selected villa in the desired period, you unconditionally agree to these General Terms and Conditions which will be published on the SeeAdria website [www.seeadria.com](http://www.seeadria.com) and which enter into force on the day of publication.

### **1. ARRIVAL AND DEPARTURE**

Earliest arrival is at 16:00 on the day of arrival for villas / holiday homes and 14:00 for apartments. The latest departure is at 10:00 on the date of departure.

Early arrival and later departure will not be possible, unless previously agreed with the owner. If the guest leaves the villa, the apartment after 18:00 is obliged to pay the owner the full accommodation fee for the current day.

Guest registration

Pursuant to the law of the Republic of Croatia, the guest undertakes to present the owner / host of the villa with a valid identity document, which contains personal data and which will be used for the purpose of registration with the Croatian National Tourist Board (CNTB). This data will not be used for other purposes. A guest who will not provide any type of valid identity document for a legally binding tourist registration, may be denied access to the villa / apartment, without the possibility of a refund of the amount paid for it. If there is a provision for the payment of the sojourn tax, the same will be emphasized on the official website of SeeAdria, and the guest will be informed in advance about this cost as well as the exact amount of additional costs.

### **2. ACCOMMODATION RULES**

Number of guests

At any time, the property of the villa / apartment can accommodate a maximum of the number of persons indicated on the booking confirmation. The number of guests can be increased to the maximum capacity listed on the website of the villa / apartment, no later than 3 (three) days before arrival at the villa. The requested change in the number of guests must be submitted by e-mail. The maximum number of people includes children, regardless of their age. If there are more people in the villa or apartment than on the maximum number allowed without the owner's permission, the owner and / or SeeAdria reserve the right to terminate the Lease Agreement, which enters into force immediately, without notice, and guests oblige to leave the villa / apartment permanently within 2 (two) hours. Refunds for unused rental time of the villa / apartment will not be possible.

### **Youth groups**

Guests 24 years of age and younger are considered youth groups. Special conditions apply to groups of young people depending on the rules of each house / apartment. Guests are kindly requested to inform SeeAdria of the age of the group prior to booking. Failure to comply with this provision may result in the cancellation of the reservation without the possibility of refunding the payments made.

### **Tents and caravans**

It is forbidden to put tents, caravans or similar on or next to the villa. If this provision is violated, the owner and / or SeeAdria are authorized to terminate the rental agreement which takes effect immediately, without notice, and the guest undertakes to leave the villa / apartment permanently within 2 (two) hours with all persons staying there. and has no right to ask the owner or the SeeAdria agency to refund the amount of paid accommodation.

### **Pets and allergies**

The possibility of the arrival of pets, and the conditions under which their eventual arrival is allowed will be indicated on the website of each villa / apartment. Pets are strictly forbidden to access the pools. Possible additional compensation for cleaning costs in relation to pets will be clearly indicated on the website of each villa / apartment. During the booking process, the guest must choose the number of pets, and additional cleaning costs (if any) in relation to pets are automatically added to the total rental price. It is not allowed to keep a larger number of pets than the number reported and stated on the certificate. In case the guest wants to bring more than 2 (two) pets, they will have to contact the SeeAdria agency, and without written consent it will not be allowed to keep more than 2 (two) pets in the villa / apartment. Pet owners are responsible for cleaning the feces behind their pet and pets are not allowed on the furniture at any time. Any proof of a pet's stay on the furniture can incur additional cleaning costs.

All pets must be vaccinated against rabies and all other diseases in a timely manner in accordance with applicable regulations. Guests are advised to find out about common pet diseases in the area they are traveling to and to prevent them. Keeping pets in the villa / apartment is the sole responsibility of the guest, and the owners and SeeAdria do not take any responsibility for any illness or injury that pets may suffer during their stay. In some villas / apartments pets are not allowed. However, neither the owner nor SeeAdria can guarantee that there were no pets in the house before or that the owner has no pets. SeeAdria does not take responsibility for allergic reactions of guests that may occur in any of the villas / apartments.

If the guest brings a pet that has not been announced, the owner and / or SeeAdria reserve the right to terminate the rental agreement which takes effect immediately, without notice, and the guest undertakes to leave the villa / apartment with all persons residing there and has no right to request a refund from the owner or the SeeAdria agency for the paid accommodation.

### **Newly built villas**

When booking newly built villas, the guest must be aware of the possibility that not enough time may have passed for the grass, plants, flowers, etc. to fully grow in the yard.

## **Noise**

In the event that guests disturb public order and peace with noise and commotion and do not calm down even after the warning, the same can be considered a serious violation of the rental agreement in which case the owner and / or SeeAdria are authorized to terminate the rental agreement which takes effect immediately, without a notice period, and the guest undertakes to leave the villa / apartment permanently within 2 (two) hours with all persons staying there and has no right to ask the owner or the SeeAdria agency to refund the amount of paid accommodation. The peace schedule is on the house rules of each building.

## **Swimming pools**

For his own safety, the guest undertakes to listen to instructions of any kind communicated to him by the owner or SeeAdria, relating to the use of the pool. The guest is responsible for the use of the pool in any sense. Children must be under the constant supervision of adults in the pool area. The guest uses the pool at his own risk. If the accommodation is booked outside the summer season, there is a possibility that the pool will not be able to be used. Please note that the use of jacuzzies is associated with certain health risks and you use them at your own risk.

## **House Rules**

Each villa / apartment has its own house rules that are displayed in a visible place in the villa. Guests agree to abide by the house rules. If guests do not comply with the rules of the house rules, the same can be considered a serious violation of the terms of the lease agreement in which case the owner and / or SeeAdria are authorized to terminate the lease agreement which takes effect immediately, without notice, and the guest undertakes 2 (two) hours to permanently leave the villa / apartment with all persons staying there and has no right to ask the owner or SeeAdria to refund the amount of paid accommodation.

## **3. PRICES AND PAYMENTS**

Unless otherwise stated, all prices are in Euro per villa / apartment per day.

No Refund:

30% of the booking amount is due at booking (or at most within 24h after). Remaining 70% of the booking amount is due 30 days before check-in.

Payment information is as follows:

Nova Gradnja d.o.o.

St. Antona 38B

OIB: 99945834424

Tax number: HR 99945834424

Giro account IBAN: HR 26 2340 0091 5111 2473 7

SWIFT / BIC CODE: PBZGHR2X

Upon receipt of the advance payment, the guest will receive a confirmation of payment via e-mail. Upon receipt of payment in full, if no cash payment has been agreed on the list of places (for accommodation units where permitted) the guest will receive a referral / voucher via e-mail.

Failure to meet payment deadlines.

The guest undertakes to make payments within the deadlines and in the manner described in this point of the General Terms and Conditions. If the guest does not adhere to the due dates of payment, such conduct is considered a serious breach of contractual obligations and the Lease Agreement is considered terminated without notice. In case of termination of the Lease Agreement, all payments made to the SeeAdria agency are not refundable.

#### 4. CANCELLATION AND CHANGES

The concluded Lease Agreement can be cancelled only in writing (by e-mail). The denunciation shall apply only from the date on which SeeAdria receives such denunciation and only under the conditions set out in this point.

In case of cancellation of the Lease Agreement, all received payments are retained until the day of cancellation and the guest is not entitled to a refund. SeeAdria recommends that guests take out a cancellation insurance policy that covers the risk of travel cancellation.

If a guest can find another guest in exchange for the same period, for the same price and under the same conditions, SeeAdria will immediately upon written receipt of all necessary information about the new guest transfer the Lease Agreement to the new guest and send him a written confirmation. Already received amounts of accommodation prices under the transferred contract are retained by SeeAdria, and the new guest is obliged to pay the rest up to the full price of accommodation, depending on the previously selected method of payment which is an integral part of the contract.

It is not possible to transfer the reservation to another villa / apartment because SeeAdria immediately forwards all payments to the villa owners.

In the event that the concluded lease agreement cannot be fulfilled or its fulfilment becomes significantly delayed due to force majeure (eg war, natural disaster, environmental disaster, epidemics, closing of borders, strike and similar force majeure) which could not have been foreseen at the time of concluding of the lease agreement, SeeAdria and the landlord may terminate the lease agreement as neither SeeAdria nor the landlord can be held liable in the above cases.

#### 5. DEPOSIT IN CASE OF DAMAGE

The guest is obliged to leave a cash deposit to the owner / host of the villa / apartment upon arrival at the villa / apartment if he / she does not have an agreed liability insurance policy. The amount of the deposit, which the guest is obliged to pay to the owner / host of the villa / apartment upon arrival, will be indicated in the written confirmation of the reservation. The deposit serves as insurance for the owner for damages to the villa / apartment. If the damage is greater than the amount of the deposit, the guest is obliged to compensate the owner for the full amount of damage. If no damage has been done to the villa / apartment, the owner / host of the villa / apartment undertakes to return the deposited deposit amount to the guest upon departure.

#### 7. ACCIDENTAL DAMAGE COMMITTED BY THE GUESTS

The guest undertakes to act responsibly towards the rented villa / apartment. It is the guest's responsibility to return the villa in the condition in which it was received. For any damage caused, the guest is directly responsible to the owner. If the guest does not have contracted insurance, the owner has the right to charge up to the amount of actual damage from the deposit. If the amount of the deposit is not sufficient to cover the damage, the guest undertakes to pay directly to the owner / host of the villa / apartment the difference up to the full amount of the damage.

Intentional damage to property or breach of public order is considered a serious violation of the terms of the Lease Agreement in which case the owner and / or SeeAdria are authorized to terminate the Lease Agreement which takes effect immediately, without notice, and the guest undertakes within 2 (two) hours to leave the villa permanently with all persons staying there and has no right to ask the owner or the agency SeeAdria to refund the amount of paid accommodation. The guest undertakes to immediately report any damage to the villa / apartment or property around the villa / apartment during the rental period to the owner. Upon departure of the guest, and before handing over the keys, the guest undertakes to inspect the villa / apartment and the property around the villa / apartment with the owner / host. In case no damage is done, the owner / host of the villa / apartment is obliged to return the deposited amount to the guest, if he received it, and in case of damage if the guest has contracted insurance, the guest is obliged to act in accordance with insurance conditions.

Damage may be considered the need for additional cleaning due to a particularly poor condition in which the guest returned the villa / apartment to the owner / host, and the owner / host has the right to collect the damage from the damage deposit or request immediate payment if the guest has a contracted liability insurance policy. for property damage.

#### 8. COMPLAINTS AND DEFECTS IN THE VILLA / APARTMENT

If the guest notices insufficient cleaning, damage, or other defects in the villa / apartment during the takeover of the villa / apartment, or has other types of complaints, he will without delay, and no later than within 24 hours, file a complaint. Complaints about cleaning are addressed immediately. The complaint is addressed directly to the owner of the villa / apartment, or his authorized representative.

In the event of any type of complaint, the guest undertakes to leave the owner a reasonable period to resolve the complaint.

The guest has the right to submit a written complaint about the services provided by the agency by mail or by e-mail to the following addresses:

SeeAdria Tourist Agency

Nova Gradnja d.o.o.

Svetog Antona 38B, 52 466 Novigrad / Cittanova

info@seeadria.com

The Agency shall respond to the complaint in writing within 15 days of its receipt by the means of communication proposed by the applicant.

The departure of the guest from the villa / apartment before the expiration of the agreed rental period and without prior notice and agreement with the agency SeeAdria will be at the risk and expense of the guest, and SeeAdria does not bear any responsibility.

The owner of the villa / apartment is responsible for deviations from the condition of the villa / apartment in relation to that published on the website of the agency SeeAdria.

#### 9. SeeAdria AS A MEDIATOR

SeeAdria is a travel agency that provides mediation services in the rental of villas / apartments based on a contract on mediation in the provision of accommodation services concluded with the owners of villas / apartments and is not the owner of the same. The owner has contracted with the agency SeeAdria to provide true and complete

information about the villa / apartment, therefore bears full responsibility to the guest. If, contrary to the expectations of the SeeAdria agency, the reservation of accommodation cannot be completed for reasons beyond the control of the SeeAdria agency, such as the sale on based on a court order or due to a gross breach of contract by the owner or similar, SeeAdria is authorized to cancel the reservation and the contracted amount already paid by the guest will be refunded without delay. As an alternative and depending on the guest's wishes, SeeAdria can offer the guest another, similar villa / apartment.

#### 10. FINAL PROVISIONS AND JURISDICTION

SeeAdria transmits all information about villas / apartments via the website and strives to provide as accurate and up-to-date information as possible that it collects from the owners of the villa / apartment. The sole responsibility for providing accurate and complete information about the villa / apartment lies with the owner and SeeAdria cannot be held responsible in case of incorrect, incomplete, or incorrect information.

Any business use of the information published on the website [www.seeadria.com](http://www.seeadria.com), including any partial or complete reproduction, constitutes copyright infringement and is prohibited by law.

These General Terms and Conditions have been compiled in Croatian and have been translated into English and German by a certified court interpreter. In case of doubt about the interpretation of certain terms in the translated version of these General Terms and Conditions, the original version in the Croatian language shall be considered relevant.

The Contracting Parties shall endeavour to resolve any disputes amicably and amicably. In case of any dispute, the territorial jurisdiction of the competent court in Pula and the application of Croatian law are agreed.