

GENERAL TERMS AND CONDITIONS FOR TOURIST SERVICES

Hereinafter „TC“

1. Terms

Agency – **BeeRent d.o.o.**, Zorzetti 3, Rovinj, OIB: 65741753571 is a tourist agency with the permit to operate issued by a competent government body

Guest – is a physical person (that can make a reservation in behalf of a legal entity as well) that creates reservation for the tourist services, that enters into a legally binding relationship, as the holder of the rights and obligations per Reservation, in its own name and in the name of his group, where members of the group are jointly and equally responsible in case of damage

Reservation – is a legal instrument that creates a legal relationship between the Guest, the Agency, and the Service Provider, for the purpose of fulfilling services in tourism, and which is considered confirmed when the Guest receives an information about it after payment is cleared under the payment policy (if applicable), regardless of the medium on which it was communicated.

Service provider – is any physical person or a legal entity with whom Agency has arranged legal relationship that regulates mutual rights and obligations, all for the purpose of fulfilling the Reservations

Website – is Agency web page that Guests use to create, modify and cancel reservations, and through which Internet payment by credit and debit cards can be made

Service – is any service that Service Provider provides in accordance with Law on tourist services, and with whom the Agency has a valid legal relationship, e.g., accommodation service

Voucher – is a tourist referral (Reservation Confirmation) in the sense of the Law on tourist services, and that contains all essential elements determined by aforementioned Law, regardless

OPĆI UVJETI PRUŽANJA USLUGA U TURIZMU

U daljnjem tekstu „OU“

1. Termini

Agencija – **BeeRent d.o.o.**, Zorzetti 3, Rovinj, OIB: 65741753571 je turistička agencija sa dozvolom za rad od strane nadležnog tijela državne uprave

Gost – je fizička osoba (koja može i u ime pravne osobe kreirati Rezervaciju) koja kreira rezervaciju za pružanje usluga u turizmu, koja stupa u pravni odnos, kao nositelj prava i obveza po Rezervaciji, u svoje i ime svoje grupe, pri čemu su članovi grupe solidarni dužnici u slučaju nastanka štete

Rezervacija – je pravni instrument kojim nastaje obvezno-pravni odnos između Gosta, Agencije i Pružatelja usluga, u svrhu ispunjenja usluga u turizmu, a koja se smatra potvrđenom kada Gost dobije o tome informaciju nakon izvršene uplate po polici naplate (ukoliko je to primjenjivo), bez obzira na medij kojim se to priopćilo

Pružatelj usluga – je svaka fizička ili pravna osoba sa kojom Agencija ima uređen pravni odnos kojim regulira međusobna prava i obveze, a sve u svrhu izvršenja Rezervacija

Website – je Internet stranica Agencije koja Gostima služi za kreiranje, promjenu i otkazivanje rezervacija, a preko koje se može vršiti i Internet plaćanje kreditnim i debitnim karticama

Usluga – je svaka usluga koju Pružatelj usluga pruža sukladno Zakonu o pružanju usluga u turizmu, a sa kojim Agencija ima valjan pravni odnos, na primjer, usluga smještaja

Voucher – je turistička uputnica (potvrda Rezervacije), u smislu Zakona o pružanju usluga u turizmu, a koja sadrži sve, navedenim zakonom, bitne elemente koje taj dokument ima

on media on which is reproduced, and which is integral part of these TC

Price – is an amount to be paid by the Guest for the Service stated on the Voucher, that the Guest chose based on the rate plan and payment, modification and cancellation policy, which is integral part of these TC

Sales Channel – is a legal entity or a physical person that has a valid legal relationship with the Agency for the purpose of providing marketing promotion of services

2. Terms

2.1. Purpose

These TC regulate the providing of tourist services in accordance with the Law of tourist services (National Newspapers 130/17, 25/19, 98/19, 42/20, 70/21), from reservation creation by the Guest, to service execution by the Service Provider.

In a legal relationship based on the created Reservation, the Guest enters into a direct legal relationship with the Agency and indirect legal relationship with the Service Provider.

Reservations are created through (i) an automated process through the Agency's Website, (ii) sales channels, (iii) electronic communications (email), (iv) other appropriate means of communication, which allow the Guest to become familiar with the terms of these TC.

Service Providers are obliged to offer the Guest and members of his group the execution of the reserved service in accordance with the Voucher.

2.2. Agency

In a legal relationship based on a Reservation, the Agency works in its own name and account.

The Agency is obliged to provide the Guest with true information on the subject of the legal relationship, as received by the Service Provider.

sadržavati, bez obzira na medij na kom je reproduciran, a koji je sastavni dio ovih OU

Cijena – je iznos koji je Gost dužan platiti za pružanje Usluge naznačene na Voucheru, koji je Gost odabrao, a temeljeno na tarifnom planu, te polici naplate, izmjene i otkazivanja, koji su sastavni dio ovih OU

Kanal prodaje – je pravna ili fizička osoba koja sa Agencijom ima valjan pravni odnos u svrhu pružanja marketinških usluga promoviranja usluga

2. Uvjeti

2.1. Svrha

Ovim OU regulira se pružanje usluga u turizmu, u smislu Zakona o pružanju usluga u turizmu (NN 130/17, 25/19, 98/19, 42/20, 70/21), od kreiranja rezervacije od strane Gosta, do izvršenja usluga od strane Pružatelja usluga.

U pravnom odnosu zasnovanim kreiranom Rezervacijom, Gost stupa u pravni odnos izravno sa Agencijom, a neizravno sa Pružateljem Usluga.

Rezervacije se kreiraju putem (i) automatiziranog postupka putem Website-a Agencije, (ii) kanala prodaje, (iii) elektroničke komunikacije (email), (iv) drugim primjerenim načinima komunikacije, koji dozvoljavaju Gostu da se upozna sa uvjetima ovih OU.

Pružatelji usluga dužni su ponuditi Gostu i članovima njegove grupe izvršenje rezervirane usluge sukladno Voucheru.

2.2. Agencija

U pravnom odnosu zasnovanom Rezervacijom, Agencija radi u svoje ime i za svoj račun.

Agencija je obvezna Gostu pružiti istinite informacije o predmetu pravnog odnosa, onako kako ih je primila od strane Pružatelja usluga.

The Agency is obliged to transfer all information from the Voucher to the Service Provider without delay.	Agencija je dužna prenijeti sve informacije sa Vouchera Pružatelju usluga bez odgode.
The Agency is obligated to transfer the funds received from the Guest, in his behalf, in the amount Service Provider is entitled to.	U slučaju da se naplata vrši preko Agencije, obvezna je, u ime Gosta, iznos, koji pripada potonjem, prebaciti Pružatelju usluga.
In case of disputes between the Guest and the Service Provider, the Agency is authorized to mediate between the parties.	U slučaju rješavanja možebitnih sporova između Gosta i Pružatelja usluga, Agencija je ovlaštena posredovati između strana.
2.3. Guest	2.3. Gost
The Guest is a physical person, the holder of the Reservation, and the rights and obligations.	Gost je fizička osoba koja je nositelj Rezervacije, kao nositelj prava i obveza.
The Guest is responsible for providing true information about himself and the members of his group.	Gost je odgovoran za pružanje istinitih informacija o sebi i članovima svoje grupe.
The Guest is responsible to the Agency and the Service Provider for his own and the behaviour of other members of the group, as well as for the payments.	Gost je odgovoran Agenciji i Pružatelju usluga za svoje i ponašanje drugih pripadnika grupe, kao i za plaćanja.
The Guest must be an adult under the law of his / her nationality.	Gost mora biti punoljetna osoba po pravu države svog državljanstva.
The Guest is responsible for obtaining travel insurance for himself and members of his group.	Gost je odgovoran pribaviti putno osiguranje za sebe i članove svoje grupe.
The guest may not bring more people than the number indicated in the Voucher.	Gost ne smije povesti više osoba od broja naznačenog u Voucheru.
The Guest is obliged to obtain visas, approvals, permits, etc. for himself and members of his group before creating the Reservation.	Gost je obvezan pribaviti vize, odobrenja, dozvola, i sl. za sebe i članove svoje grupe prije kreiranja Rezervacije.
If the Guest creates a Reservation before obtaining the documentation from the previous article and does not obtain it on time or is rejected by the competent authorities, he is not entitled to a refund, and the obligation to pay in full remains in force.	Ukoliko Gost kreira Rezervaciju prije pribavljanja dokumentacije iz prethodnog članka, a istu ne pribavi na vrijeme ili bude odbijen od strane nadležnih tijela, nema pravo na povrat novca, a obveza potpune uplate ostaje na snazi.
If the Guest, after creating the Reservation, request of a document from Art. 2.3. clause 7. is rejected or the document revoked, through no fault of his, or the fault of any member of his group, and therefore cannot access the Service, the Agency, the Service Provider, and the Guest will try to negotiate a peaceful resolution of the situation in good faith.	Ukoliko Gostu nakon kreirane Rezervacije zahtjev za pribavu dokumenta iz čl. 2.3. stavak 7. bude odbijen ili dokument opozvan, bez njegove krivnje, niti krivnje bilo kog člana njegove grupe, te radi toga ne može pristupiti izvršenju Usluge, Agencija, Pružatelj usluge i Gost će pristupiti mirnom rješenju nastale situacije u dobroj vjeri.

In the case of providing accommodation services, the Guest and members of his group are obliged to leave the property in the condition in which they found it.	U slučaju pružanja usluga smještaja, Gost i članovi njegove grupe, dužni su nekretninu napustiti u stanju u kojem su ju zatekli.
The Guest and members of his group have the right to be provided with the Services exclusively per Voucher specification.	Gost i članovi njegove grupe imaju pravo na pružanje Usluga isključivo kako je to naznačeno u Voucheru.
If the Guest or members of his group act contrary, try to bring more people or pets not listed on the Voucher, or otherwise deviate from the information from the Voucher, the Service Provider has the right to suspend the Services without delay, and the Guest and members his groups are not entitled to a refund of the funds paid, and are obliged to make the payment of the full amount indicated in the Voucher.	Ukoliko Gost ili članovi njegove grupe postupe suprotno, pokušaju dovesti više osoba u smještaj ili kućne ljubimce koji nisu naznačeni na Voucheru, ili na bilo koji drugi način odstupe od informacija iz Vouchera, Pružatelj usluga ima pravo bez odgode obustaviti pružanje Usluga, a Gost niti članovi njegove grupe nemaju pravo na povrat uplaćenih sredstava, a dužni su izvršiti uplatu cijelog iznosa naznačenog u Voucheru.
2.4. Service provider	2.4. Pružatelj usluga
The Service Provider is a natural or legal person who provides the reserved Service.	Pružatelj usluga je fizička ili pravna osoba koja pruža rezerviranu Uslugu.
While providing the Service, the Service Provider shall comply with the Voucher information, special instructions of the Agency and the Guest (to a reasonable extent and if these requirements are not subject to additional payment), positive legal regulations governing the subject matter.	Pružatelj usluga je, prilikom pružanja Usluge pridržavati se podataka iz Vouchera, posebnih uputa Agencije i Gosta (u razumnoj mjeri i to ukoliko ti zahtjevi ne podliježu dodatnoj naplati), pozitivnih pravnih propisa kojima se regulira predmetna materija.
The Service Provider is obliged to provide the Service in accordance with the information provided for the purpose of advertising (e.g., in the case of the apartment accommodation service, it is obliged to provide the Guest with the apartment in the condition photographed and described).	Pružatelj usluga dužan je Uslugu pružiti sukladno informacijama koje je pružio u svrhu oglašavanja (npr. u slučaju da se radi o usluzi smještaja u apartmanu, dužan je Gostu pružiti apartman u stanju u kojem se nalazi po pruženim informacijama na temelju slika i opisa).
2.5. Voucher	2.5. Voucher
The Voucher is a legal document that proves the existence of a legal relationship based on it, for the purpose of performing the Service	Voucher je pravni dokument koji dokazuje postojanje pravnog odnosa njime zasnovanog, u svrhu izvršenja Usluge.
Mandatory Voucher data are determined by technical capabilities and relevant legal regulations.	Obvezni podaci Vouchera određeni su tehničkim mogućnostima, te relevantnim pravnim propisima.
When creating a Reservation, the Guest in his own will chooses the Service he wants, as well as all of its parts, and Additional Services.	Prilikom kreacije Rezervacije Gost samostalno bira Uslugu koju želi, kao i sve njezine dijelove, te Dodatne usluge.

The guest and members of his group are entitled to the service specified in the Voucher in the scope and the manner determined by it and the relevant legal regulations.	Gost i članovi njegove grupe imaju pravo na, u Voucheru, naznačenu uslugu u obujmu i na način određen njime i relevantnim pravnim propisima.
2.6. Payment	2.6. Naplata
The payment is determined by the payment policy the Guest selected upon Reservation creation.	Naplata je određena policom naplate koju Gost odabire prilikom kreacije Rezervacije.
All payments are generally made by the Guest to the Agency, according to the Payment, modification, and Cancellation policy.	Sva plaćanja Gost načelno vrši Agenciji, prema polici naplate, izmjene i otkazivanja.
If noted on the Voucher, the Guest will make certain payments to the Service Provider directly.	Ukoliko je tako naznačeno na Voucheru, Gost će određena plaćanja izvršiti Pružatelju usluga izravno.
All payments are non-refundable, unless otherwise provided by this TC or relevant legal regulation.	Sva plaćanja su nepovratna, osim u slučaju da drugačije nije određeno ovim OU ili relevantnim pravnim propisima.
The Guest can make payments via online payment, bank transfer or cash, according to the information specified on the Voucher.	Gost može izvršiti plaćanja putem Internet naplate, bankovnim prijenosom ili u gotovini, sukladno informacijama naznačenim u Voucheru.
In the event that the Guest does not make a payment in accordance with the selected policy, the Service Provider has the right to refuse to provide the Service.	U slučaju da Gost ne pristupi plaćanju sukladno odabranoj polici, Pružatelj usluga ima pravo odbiti pružiti Uslugu.
The Agency, reserves the right to sell the debt of the Guest and members of its group to economic entities engaged in forced debt collection, as well as to apply other legal collection, without additional approval of the Guest or the members of his group.	Agencija, zadržava pravo prodati dug Gosta i članova njegove grupe gospodarskim subjektima koji se bave prisilnom naplatom duga, kao i primijeniti druge pravno dopuštene mjere u svrhu naplate, bez dodatnog odobrenja Gosta i članova njegove grupe.
2.7. Deposit	2.7. Depozit
The Guest is obligated to pay a security deposit if the obligation is noted on the Reservation in the named amount.	Ukoliko je to naznačeno na Rezervaciji, Gost je dužan dati sigurnosni polog u slučaju štete, u naznačenom iznosu.
Deposit shall be returned at the end of providing the Service in the fully paid amount if no damage occurred.	Polog se vraća nakon završetka Usluge u ukupnom iznosu u slučaju da nije došlo do nastanka štete.

2.8. Modify and cancellation policy

The Guest freely chooses payment and cancellation policy upon Reservation creation.

By changing the policy, the guest can alter certain Reservation parameters, such as, guest number, modification of dates and other similar information.

In case of modification, additional payment may be obligatory.

Reservation modification is only possible if the Service Provider agrees in writing.

The guest has the right to cancel the Service at any time, in which case he is not entitled to a refund of done payments, and he is obligated to pay in full the booking price as set in Voucher, in accordance with selected payment and cancelation policy.

2.9. Overbooking

Overbooking is a situation where at the same time two or more same Reservations occur, without fault of the Guest or members of his party.

The Agency is obliged to provide the Guest with the Service of the same or better quality than the reserved one, and to inform the Guest about any changes, without delay, with the right of the Guest to agree or not with proposed changes.

In case the Guest does not agree, he is entitled to a refund of the amount paid.

2.10. House Rules

The House Rules is a legal document that closely describe how the guest can use the reserved property.

The Guest and his party members are obliged to adhere to the posted House Rules.

In case of non-compliance with the House Rules of the Guest or any member of his group, the Service Provider has the right to evict all persons from the property, and the right to compensation.

In case of a violation of the House Rules, the Guest and members of his group are not entitled

2.8. Polica izmjene i otkazivanja

Prilikom kreiranja Rezervacije Gost bira policu izmjene i otkazivanja.

Policom izmjene Gost može promijeniti određene parametre Rezervacije, na primjer, broj gostiju, promjena datuma i slično.

U slučaju izmjene moguća je dodatna naplata.

Izmjena Rezervacije je moguća isključivo uz izričit pisani pristanak Pružatelja usluge.

Gost ima pravo otkazati Uslugu u svako doba, u kom slučaju nema pravo na povrat uplaćenog novca, te u potpunosti ostaje na snazi njegova obveza potpune uplate po Voucheru, sukladno odabranoj polici naplate i otkazivanja.

2.9. Prebukiranje

Prebukiranje je situacija gdje u isto vrijeme se dogode dvije istovjetne Rezervacije, bez krivnje Gosta ili članova njegove grupe.

Agencija je dužna pružiti Gostu Uslugu iste ili bolje kvalitete od rezervirane, a o bilo kakvim izmjenama, bez odgode, obavijestiti Gosta, koji se sa tim promjenama može i ne mora složiti.

U slučaju da se Gost ne složiti, ima pravo na povrat uplaćenih sredstava.

2.10. Kućni red

Kućni red je pravni dokument kojim se pobliže opisuje korištenje nekretnine.

Gost i svi članovi njegove grupe dužni su se pridržavati istaknutog kućnog reda.

U slučaju nepridržavanja kućnog reda Gosta ili bilo kog člana njegove grupe, Pružatelj usluga ima pravo izbaciti sve osobe iz nekretnine, te pravo na naknadu štete.

U slučaju povrede kućnog reda, Gost niti članovi njegove grupe nemaju pravo na povrat

to a refund, and the obligation to pay the full amount of the Voucher remain in full effect.

Along with adhering to the House Rules, the Guest and members of his party undertake not to park caravans or similar mobile accommodation in the property. In case of breach, the Service Provider has the right to evict them immediately, in which case, the Guest and the members of his party are no entitled to any refund, and the obligation of total payment of the Reservation remain in force.

2.11. Damage

In case of damage caused by the Guest or members of his group, it is compensated from the deposit.

If the amount of the deposit is not sufficient for the compensation, the Guest and all members of his group are jointly and solidary liable for compensation before the end of the Service.

2.12. Pets

Bringing pets and their number is allowed only if indicated on the Voucher, additional charge may be applicable; the pets can stay at the property only in compliance with house rules.

2.13. Check-in, Check-out date and time

When creating a Reservation, the Guest is informed in writing of the date and time of arrival and departure.

The Guest and members of his group are not entitled to access the Service before the date and time specified in the Voucher and are obliged to leave the property covered by the Voucher or stop using the Service in the manner specified for the Service they used.

2.14. Additional services

The guest has the right to request additional services to be provided.

The Agency shall, without delay, mediate for these services to be provided if possible.

uplaćenih sredstava, a obveza uplate cijelog iznosa iz Vouchera ostaje na snazi.

Uz pridržavanje kućnog reda, Gost i članovi njegove grupe obvezuju se ne parkirati kamp prikolice ili sličan mobilni smještaj u nekretninu, u protivnom, Pružatelj usluga ima ih pravo izbaciti bez odgode, u kom slučaju Gost niti članovi njegove grupe nemaju pravo na bilo kakav povrat uplata, a obveza plaćanja ukupnog iznosa Rezervacije ostaje na snazi.

2.11. Šteta

U slučaju nastanka štete prouzročene od strane Gosta ili članova njegove grupe, ista se naknađuje iz pologa.

Ukoliko iznos pologa nije dostatan za naknadu štete, Gost i svi članovi njegove grupe, solidarno odgovaraju za naknadu prije završetka Usluge.

2.12. Kućni ljubimci

Dovođenje kućnih ljubimaca i njihov broj, dozvoljeno je isključivo ukoliko je to naznačeno na Voucheru, te uz dodatnu naplatu ukoliko je primjenjiva, te uz pridržavanje kućnog reda.

2.13. Datum i vrijeme dolaska i odlaska

Prilikom kreacije Rezervacije, Gostu se u pisanom obliku komunicira datum i vrijeme dolaska i odlaska.

Gost, niti članovi njegove grupe, nemaju pravo pristupiti izvršenju Usluge prije datuma i vremena naznačenog u Voucheru, te su dužni otići iz nekretnine obuhvaćene Voucherom, odnosno prestati koristiti Uslugu na način određen za Uslugu koju su koristili.

2.14. Dodatne usluge

Gost ima pravo tražiti pružanje dodatnih usluga.

Agencija će bez odgode pristupiti posredovanju pružanja navedenih usluga ukoliko je to moguće.

Additional services may be charged additionally, in which case the provisions of these TC relevant to the payment, modification and cancellation shall apply.

The Agency will without delay inform the Guest about the possibility of execution, as well as the applicable conditions and the payments.

2.15. Linen

Linen (changeable every 7 days) and towels (changeable every 3 days) are included in the price in case the private accommodation service is reserved.

2.16. Pool

The Guest is entitled to use a pool if the Service Provider allows it, in a case that the Service booked is the stay in private accommodation with a pool.

The Guest is aware and accepts that the pool does not need to be accessible throughout the whole year.

In a case that the pool is warmed up upon the Guest request, an additional fee may be charged.

2.17. Property access

In case private accommodation service is booked, the Guest is obligated to provide access to the property by the Service Provider or property owner to inspect if the Guest and members of his group adhere to the House Rules, to review the information on the Voucher, or to fix items on the property.

2.18. Gatherings

In case the private accommodation service is booked, the Guest has no right to organize any gatherings without the previous express permission of the Service Provider.

Service Provider can charge the gathering extra, and there may be extra deposit applicable.

2.19. Valuables

The Guest and members of his group are solely responsible for the valuables they carry.

Dodatne usluge mogu biti naplaćene dodatno, u kom slučaju, primjenjuju se odredbe ovih OU relevantne za naplatu, izmjenu i otkazivanje.

Agencija će bez odgode obavijestiti Gosta o mogućnosti izvršenja, kao i o primjenjivim uvjetima i naplati.

2.15. Posteljina

U slučaju da je rezervirana usluga smještaja u privatnom smještaju, u cijenu je uključena posteljina (izmjenjiva svakih 7 dana) i ručnici (izmjenjivi svaka 3 dana).

2.16. Bazen

U slučaju da je rezervirana usluga smještaja u privatnom smještaju koji ima bazen, Gost ga smije koristiti sukladno kućnom redu, ukoliko je to dozvolio Pružatelj usluga.

Gost je svjestan i prihvaća da bazen ne mora biti dostupan cijele godine.

U slučaju da se bazen zagrijava na zahtjev Gosta, moguća je dodatna naplata.

2.17. Pristup nekretnini

U slučaju da je rezervirana usluga smještaja u privatnom smještaju, Gost je dužan dozvoliti pristup nekretnini Pružatelju u usluga ili vlasniku nekretnine radi provjere da se Gost i njegova grupa pridržavaju kućnog reda, informacija pruženih u Voucheru, te radi popravaka na nekretnini.

2.18. Okupljanja

U slučaju da je rezervirana usluga smještaja u privatnom smještaju, Gost nema pravo organizirati nikakva okupljanja, bez izričitog dopuštenja Pružatelja usluge.

Pružatelj usluge može i dodatno naplatiti okupljanje, a moguć je i dodatni plog za štetu.

2.19. Dragocjenosti

Gost i članovi njegove grupe isključivo odgovaraju za dragocjenosti koje nose sa sobom.

Neither the Provider nor the Agency shall in any event be liable for any damage or disappearance.	Pružatelj usluga niti Agencija, ni u kom slučaju ne snose odgovornost za štetu ili njihov nestanak.
2.20. Special requirements	2.20. Posebni zahtjevi
After the creation of the Reservation and during the Service, the Guest has the right to make special requests, such as early arrival or late departure, increase the number of guests and more.	Nakon kreacije Rezervacije i za vrijeme pružanja Usluge, Gost ima pravo postavljati posebne zahtjeve, na primjer raniji dolazak ili kasniji odlazak, povećanje broja gostiju i drugo.
Service Provider decides of the special requests at its own discretion.	O njima odlučuje Pružatelj usluga o vlastitom nahođenju.
If the request is sent to the Agency, the Agency shall forward the request to the Service Provider without delay.	Ukoliko je zahtjev upućen Agenciji, ona će ga bez odgode uputiti Pružatelju usluga.
Service Provider shall decide of the request and notify the Guest of the decision.	Pružatelj usluga će o zahtjevu odlučiti i o tome obavijestiti Gosta.
Additional charges may apply for special requests.	Moguće su dodatne naplate radi izvršenja posebnih zahtjeva.
2.21. Complaints	2.21. Prigovori
The Guest has the right to file a written complaint stating Reservation number, reason of the complaint, proposed solution.	Gost ima pravo uložiti pisani prigovor navodeći broj Rezervacije, razlog prigovora, predloženo rješenje.
With a written complaint, the Guest is obliged to submit appropriate evidence.	Uz pisani prigovor Gost je dužan priložiti odgovarajuće dokaze.
Complaint is delivered via email customerservice@beerent.com .	Prigovor podnosi putem emaila customerservice@beerent.com .
The Agency is obliged to decide on the Complaint without delay and inform the Guest about it.	Agencija je dužna odlučiti o Prigovoru bez odlaganja i o tome obavijestiti Gosta.
If the Complaint is not submitted within 1 day from the occurrence of the subject matter thereof, the Complaint is automatically rejected.	Ukoliko Prigovor nije podnesen u roku od 1 dan od nastanka predmeta događaja, Prigovor se automatski odbija.
2.22. Disclaimer	2.22. Odricanje odgovornosti
The Agency is not responsible for the life and health of the Guest and members of his group in any case.	Agencija nije odgovorna za život i zdravlje Gosta i članova njegove grupe ni u kom slučaju.
The Service Provider is not responsible in case of failure of appliances or items used in the Service providing, but is obliged to eliminate the failure without delay and notify the Guest.	Pružatelj usluge nije odgovoran u slučaju kvara predmeta korištenih prilikom pružanja Usluga, ali je dužan kvar otkloniti bez odgode i o tome obavijestiti Gosta.

If the booked Service is a private accommodation service, the Agency and the Service Provider are not responsible for any noise coming from outside the boundaries of the accommodation or are beyond their control.

2.23. Force majeure

Neither party is liable for damages caused by force majeure, nor can it be held liable for non-compliance with the obligations assumed by this TC in such case.

Force majeure is riots, acts of terrorism, fires, floods, earthquakes, actions of state bodies and the like.

The party affected by force majeure is obliged to inform the opposing party without delay, otherwise he is liable for the damage caused.

2.24. Severability

Should any provision of these GTC become invalid, unenforceable or repealed, the remaining provisions shall remain in full force and effect and the Parties undertake in good faith to amend the affected provision in a manner appropriate to the changed circumstances.

2.25. GDPR

The Agency collects personal data of the Guest and members of his group for the purpose of performing the booked Services.

In case the private accommodation service is booked, the Agency collects, in particular, the name and surname, address of residence, citizenship, travel document number, date of birth, email, mobile phone number and other data required to enter data in the eVisitor system.

In case another service is reserved than the one in paragraph 2.24.2. The Agency may also collect other data.

All collected data are deleted by the Agency from its archives, and they remain in the eVisitor system, which is beyond the control of the Agency, since it is a state institution.

U slučaju da je rezervirana usluga smještaja u privatnom smještaju, Agencija niti Pružatelj usluga nisu odgovorni za bilo kakvu buku koja dolazi izvan granica smještaja ili su izvan njihove kontrole.

2.23. Viša sila

Niti jedna stranka nije odgovorna za štetu nastalu višom silom, niti može biti odgovorna za neispunjenje obveza preuzetih ovim OU u tom slučaju.

Viša sila su neredi, akti terorizma, požari, poplave, potresi, djelovanja državnih tijela i slično.

Stranka pogođena višom silom dužna je bez odgode o tome obavijestiti suprotnu stranku, u protivnom odgovara za nastalu štetu.

2.24. Salvatorne odredbe

Ukoliko bilo koja odredba ovih OU postane nevažeća, neprimjenjiva ili ukinuta, ostale odredbe ostaju na snazi u potpunosti, a stranke se obvezuju u dobroj vjeri pristupiti izmjeni pogođene odredbe na način da odgovara izmijenjenim okolnostima.

2.25. GDPR

Agencija prikuplja osobne podatke Gosta i članova njegove grupe u svrhu izvršenja rezerviranih Usluga.

U slučaju da je rezervirana usluga smještaja u privatnom smještaju, Agencija osobito prikuplja ime i prezime, adresu prebivališta, državljanstvo, broj putne isprave, datum rođenja, email, broj mobitela i druge podatke potrebne za unos podataka u eVisitor sustav.

U slučaju da je rezervirana druga usluga od one u stavku 2.24.2. Agencija može prikupljati i druge podatke.

Sve prikupljene podatke Agencija briše iz svoje arhive, a oni ostaju u eVisitor sustavu, koji je mimo kontrole Agencije, obzirom da se radi o državnoj instituciji.

The guest has the right to complain to the Personal Data Protection Officer Ivan Cvek, via email customerservice@beerent.com.

If the Guest refuses the collection and processing of his personal data required for entry into the eVisitor system or other system for records kept by the Republic of Croatia and / or the country of the Service Provider business or personal residence, the Service Provider has the right to refuse to provide the Service, and the Guest is not entitled to a refund and he is obligated to pay full price indicated on the Voucher.

2.26. TC Modifications

The Agency reserves the right to change these TC at any time, without the prior consent of the Guest.

The latest version of these TC replaces all previous versions.

2.27. Intellectual property rights

All intellectual property rights over software solutions used in the legal relationship regulated by these TC belong to the Agency and / or its business partners.

The guest is obliged to respect all intellectual property rights at all times, and in case of any violation of this obligation, he is obliged to pay the Agency the amount of 200,000.00 EUR per breach.

2.28. Applicable law

These TC were originally composed in Croatian language and Latin script, and translated into English.

All translations must reflect the original language, and in case of discrepancies, the Croatian version shall prevail.

2.29. Effective date and time

These TC are generally valid from the date of the last change indefinitely.

Between the Guest and the Agency, these GTC are valid from the moment the Reservation is created.

Gost ima pravo na prigovor Službeniku za zaštitu osobnih podataka Ivan Cvek, putem email customerservice@beerent.com.

Ukoliko Gost odbije prikupljanje i obradu osobnih podataka potrebnih radi unosa u eVisitor sustav ili drugi sustav radi evidencija koje vodi Republika Hrvatska i / ili država sjedišta ili prebivališta Pružatelja Usluga, Pružatelj usluga ima pravo odbiti pružiti uslugu, a gost nema pravo na povrat uplaćenih sredstava, te je dužan Rezervaciju platiti u potpunosti kako je to naznačeno u Voucheru.

2.26. Izmjene OU

Agencija zadržava pravo u svako doba izmijeniti ove OU, bez prethodne suglasnosti Gosta.

Najnovija verzija ovih OU zamjenjuje sve prethodne verzije.

2.27. Intelektualno vlasništvo

Sva prava intelektualnog vlasništva nad programskim rješenjima korištenim u pravnom odnosu reguliranim ovim OU pripadaju Agenciji i / ili njezinim poslovnim partnerima.

Gost je dužan poštovati sva prava intelektualnog vlasništva u svako doba, te u slučaju bilo kakvog kršenja ove obveze, dužan je platiti Agenciji iznos od 200.000,00 EUR po štetnom događaju.

2.28. Mjerodavno pravo

Ovi OU originalno su sastavljeni na hrvatskom jeziku i latiničnom pismu, te prevedeni na engleski jezik.

Svi prijevodi moraju odražavati originalan jezik, a u slučaju nepodudarnosti, prevladava hrvatska verzija.

2.29. Vremensko važenje OU

Ove OU općenito vrijede od dana posljednje izmjene na neograničeno vrijeme.

Između Gosta i Agencije, ove OU vrijede od trenutka kreiranja Rezervacije.

2.30. Final Provisions

The parties will try to resolve all disputes amicably.

If a peaceful solution is not possible, the parties agree on the jurisdiction of the court of the of the Agency place of business.

The parties unanimously reject the application of the Practice in catering.

Last modification date 16th March 2022
Silvana Cvek, director

2.30. Završne odredbe

Stranke će sve sporove pokušati riješiti mirnim putem.

Ukoliko mirno rješenje nije moguće, stranke suglasno ugovaraju stvarnu i mjesnu nadležnost suda sjedišta Agencije.

Stranke suglasno odbacuju primjenu Uzanaca u ugostiteljstvu.

Posljednje izmjene 16. ožujka 2022
Silvana Cvek, direktor