

## **Terms and Conditions**

### **Introductory note**

The Contessa d.o.o, Rova 23, 51511 Malinska, Croatia, MB 040381573, OIB: 84585921286 with the office at Kralja Tomislava 23, 51511 Malinska, Croatia, (in the text: Agency), guarantees the authenticity of the displayed visual and written data related to the accommodation unit characteristics in their offer, available at na [www.contessa-villas.com](http://www.contessa-villas.com) as well as the authenticity of the conditions under which they are offered.

The object name that contains “villa”, “apartment” or “holiday house” does not indicate the categorization of the object. The terms “villa”, “apartment” and “holiday house” are used as components of the names and descriptions of objects and by no means as such are related to the aforementioned classification.

The Agency provides services according to the published data, valid in the period when the reservation confirmation occurred, except in cases of unpredicted situations, illness or death of the host or his family members; extraordinary circumstances which cannot be predicted or eliminated, such as: natural disasters (earthquakes, floods, fires, droughts, etc), wars, strikes, terrorist acts and restrictions issued by the state (mobilization, ban on leaving the country, etc).

By making the reservation for one or more accommodation units or services from the Agency’s program, the Guest enters a legal relationship with the Agency and confirms to accept the General Terms And Conditions (in the text: Terms and Conditions). These are the basis for resolving any possible disputes between the Guest and the Agency. The Guest is advised to carefully read Terms and Conditions before the advance payment of deposit amount or full service amount.

### **Creating a reservation request**

Making an inquiry can simply be done through the reservation form on the Agency website.

During the online application process, the Guest has to provide all the necessary information required in the reservation form. The same has to be done when making a reservation directly at the Agency’s office or at any other partner agencies that sell the services of the Agency. If you are unable to find an accommodation unit that best suits your needs, feel free to contact the staff of the Agency for assistance. Inquires are made via e-mail [info@contessa-villas.com](mailto:info@contessa-villas.com) or via telephone contact: +385 99 330 5567.

Each request has to contain specific information, according to which the Agency can create an offer (reservation period, date flexibility, number of people (children and adults), their age, preferred location, price limit, maximum distance from the sea, as well as all other eventual special requirements).

The Guest can also contact the Agency via phone and the Agency staff will provide him/her with all the necessary assistance and information. However, all the requests and reservation details have to be sent via e-mail.

### **Personal data protection**

The Guests share their personal information voluntarily. Personal information is necessary for the reservation realization and it will be used for further internal communication between the Guest and the Agency. The Agency will not share the Guest’s personal information with a third part, except to provide the requested services or if ordered by the competent authorities.

### **Offers, terms of reservation and payment conditions**

Inquires and accommodation reservations can be made via e-mail, in writing, as well as at the partner agencies which sell the services of the Agency. Following the Guest’s requests, the Agency sends all the reservation details in the form of an offer via e-mail.

By confirming the reservation, the Guest also confirms to fully understand and accept the Terms and Conditions that are binding for both the Guest and the Agency. To confirm a reservation, the Guest has to make a deposit payment of 30 – 50% of the total booking amount, depending on the accommodation unit. The deposit amount for the requested accommodation unit is indicated in the offer that the Agency sends to the Guest via e-mail.

**For all reservation payments the deposit amount should be paid in euros on the following bank account:**

Company: CONTESSA D.O.O.

Address of company: Rova 23, 51511 Malinska, Croatia

IBAN: HR5324020061500064595

SWIFT: ESBCHR22

Bank: ERSTE & STEIERMAERKISCHE BANK

Address of Bank: Jadranski trg 3A, 51000 Rijeka, Croatia

All banking expenses, as well as any other additional costs concerning the payment procedure are the obligation of the Guest.

To confirm the reservation, the Guest is obligated to pay the deposit amount on the Agency's account within the period of the booking option of 2-3 days, depending on the part of the season indicated in the offer. After paying the deposit, the Guest is also required to send a copy of the payment to the Agency via E-mail: [info@contessa-villas.com](mailto:info@contessa-villas.com). The Agency generally receives the payment within 2-3 working days and has to inform the Guest about it within 2 working days after receiving it.

The Guest is required to pay the rest of the total amount according to the Terms and Conditions for each of the accommodation units, which will be indicated in the Agency's offer. The types of payment can be:

The Guest pays the rest of the total amount within the defined payment period, stated in the Agency's offer. Within the offer of the Agency, all the rules of the reservation payment will be clearly written. For certain accommodation units, where the total amount has to be paid before the Guest's arrival, this condition will be clearly stated inside the offer. The Agency always carefully indicates these cases. Regarding these kinds of situations, the standard payment procedure is to pay the rest of the total amount 45-60 days before the Guest's arrival. The period depends upon the accommodation unit and service provider's reservation policy (which will be indicated within the offer of the Agency and sent to the guest via e-mail).

The rest of the total amount can be paid preferably **VIA BANK TRANSFER** on the Agency account or with credit cards.

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All banking expenses, as well as any other additional costs concerning the payment procedure are the obligation of the Guest.

After making the second payment (the rest of the total amount), the Guest is required to send a copy of the payment receipt via E-mail to the Agency. The Agency will receive the payment within 2-3 working days. After receiving the payment, the Agency will inform the Guest within 2 working days about it and send a new voucher. This voucher will contain the information about the full payment of the reservation, according to the mutual agreement.

For all the reservations where only the deposit payment was made, but the rest of the amount of the total price was not paid within the agreed deadlines, the Agency has the right to cancel the Guest's reservation. The Agency uses the deposit payment as the cancellation fee and to cover the eventual costs.

In case that the number of people who come to the accommodation unit exceeds the number of people indicated on the voucher, the service provider has the right to refuse providing the service to the unannounced guests or is able to accommodate all the guests and immediately charge the sudden services.

The rest of the total amount is paid upon arrival in the reserved accommodation unit: The Guest, who pays the rest of the total amount upon the arrival in the accommodation unit, has to do so immediately upon arrival and pay the amount in cash to the service provider, the service provider representative or to the Agency's representative. If the Guest refuses to pay the agreed amount upon arrival, the service provider is not required to allow the usage of the accommodation unit.

If the Guest, upon arrival, wishes to make and pay for a shorter stay than previously agreed upon during the reservation process, the service provider is not obligated to accept this. In case the service provider refuses to agree to the new number of nights, and the Guest refuses to pay the initially agreed total cost, the service provider can completely refuse the Guest's stay. The Guest then has to immediately leave the premises without the right to get a refund of the earlier paid deposit.

In case the Guest wants to spend more nights in the accommodation unit than previously agreed, the Agency or the service provider can accept and allow this new request, while the Guest then has the obligation to immediately pay for the extra amount of the staying extension.

Upon your arrival, the owner can charge you a security deposit, which will be refunded on departure if there is no damage.

### **Reservation Confirmation**

The Agency is obligated to include all reservation information in the voucher (valid travel document) and send it to the Guest via e-mail as a confirmation. The voucher contains information about the number of guests, the name and surname of the reservation holder, the address of the accommodation unit, all the reserved services, and the terms of the reservation. The voucher with the Agency's logo, sent via e-mail, is a valid document without a signature and stamp as it is a product of electronic communication.

### **Tourist tax**

The price of the tourist tax from April 1 to September 30 is between €1.80 and €2.00 per adult (18 to 99 years)/day, depending on the destination and the time of booking. Children aged 12 to 18 are entitled to a 50% discount, and children under 12 are exempt from payment. The tourist tax may be included in the price or paid separately, as stated in the offer.

The price of the tourist tax from January 1 to April 1 and from September 30 to December 31 is between €1.30 and €1.50 per adult (18 to 99 years)/day, depending on the destination and the time of booking. Children aged 12 to 18 are entitled to a 50% discount, and children under 12 are exempt from payment. The tourist tax may be included in the price or paid separately, as stated in the offer.

### **Details and price of the reservation**

The prices published on the Agency's website are different for each accommodation unit, and are displayed or are available upon request because they depend on the length of the reservation, the number of guests and the occupancy of the accommodation unit. The prices of the accommodation units are expressed in euros. The advertised prices for a private accommodation include: daily rental of the accommodation unit, bed linen, equipped kitchen with dishes and cutlery (in accordance with the capacity accommodation unit) and gas, water and electricity expenses. Each unit within the offer of the Agency contains the following information on the website: Price includes, Obligation and For our guests we can arrange upon request, which are individual for every single unit.

Additional services are the ones provided in the accommodation facility and are not included in the rental price (such as food service, boat rentals, etc.). The Guest pays for them additionally and only if using them. If the Agency possesses the price list of these services, it will be displayed on the website. If the Agency is not in the possession of these prices, they are then agreed to directly with the service provider. Most of the additional services have to be paid directly to the service provider, but some of them can even be paid upon the booking confirmation.

Although most of the services are optional, there are also some mandatory services (e.g. final cleaning of the accommodation, guest registration, special transportation to the accommodation facility in some cases, etc.).

The availability of the accommodation may depend on additional services (such as keeping pets, the use of additional beds, etc.), and since these may not always be available (e.g. boat rental, Internet usage, etc.), the Guest is obligated to state all of the preferred additional services when making the reservation.

In some cases, the Guest will have to pay a cash deposit directly to the service provider upon the arrival to the accommodation unit. This deposit is a guarantee that the Guest will not cause any damage to the accommodation unit or its contents. On the departure day, the entire deposit amount will be refunded to the Guest if there was no damage. The deposit for damage is indicated on the website of the Agency for each of the accommodation units. On the day of arrival, the Guest leaves the damage deposit to the service provider, the service provider representative or to the representative of the Agency. The Guest will be refunded the entire damage deposit amount on the day of departure or the authorization of his credit card will be cancelled, but only after the provider of the services previously determines that the Guest left the rented accommodation unit in the state in which it was taken. In case that the damage deposit is not enough to cover the damage expenses, the Guest is obligated to pay the full damage amount.

The Guest will be informed about all the mandatory payments, the exact prices for the compulsory services and possible cash deposits, as well as the payment methods, when receiving the offer.

The Agency holds the right to change the prices on its website in case that the service provider changes the prices of the accommodation unit and/or of the additional services. If the price of a certain accommodation unit changes after the Guest has applied for it and before the deposit payment, the Agency will immediately inform the Guest about the change and send a new calculation if agreed.

In case the price changes after the deposit payment, the Agency guarantees that the rest of the amount will be paid according to the calculation based on the initial price of the accommodation unit. If the Agency or the service provider reduces the price of the accommodation after the Guest confirmed the reservation, the Guest is not entitled to a new, lower price.

The contracting parties agree that the Agency has the right to increase the prices before the beginning of the accommodation service in case that other expenses have increased, which affect the total price and of which the Agency did not know about and could not have known about. The Guest reserves the right to cancel the reservation if the increase of the agreed price is higher than 10%. In this case, the Guest can claim a refund of the amount paid until that point, but is not entitled to any additional compensation. The refund will be paid to the Guest's bank account, and all the eventual bank charges will be covered by the Agency.

### **Categorization and description of services**

The offered accommodation units are classified according to the official categorization and based on the actual state of the advertised unit. The accommodation standards, food, and other services of different places and countries vary and are not suitable for comparison. The Agency is responsible and obligated only for the information published on its websites [www.contessa-villas.com](http://www.contessa-villas.com).

**Note on data display**

Information about accommodation units placed on [www.contessa-villas.com](http://www.contessa-villas.com) may contain some random, grammatical or typographical errors. All the changes, additions and corrections of the texts are done continuously, and the Agency is not responsible for any direct, indirect, punitive, background, special or any other possible damages arising as the outcome of any data use from [www.contessa-villas.com](http://www.contessa-villas.com).

**Special remarks:****Services and activities**

a) Some of the services and activities within and around the accommodation unit surroundings can take place only in a certain part of the year (e.g. nightclubs are open only during the summer season), on which the Agency has no effect.

**Numerical values**

- a) All the numerical values (area, distance ...) are given with a tolerance of + / – 20%.
- b) Data about the distance measurement refers to the air distance, unless indicated otherwise.

**Types of accommodation units**

- a) Studio – includes, living room/ bedroom, dining room and kitchen all in one.
- b) A x+y – “x” denotes the number of fixed beds, and “y” the number of extra beds.

Fixed beds are the basic beds in the bedrooms, while the extra beds refer to the additional beds within the accommodation unit.

**Service (equipment) notes**

- a) On request: additional services are generally available, but it is necessary to require them when making the inquiry (e.g. hair dryer ...).
- b) Verification: any additional service has to be required when making the inquiry due to its specificity, while its availability will be reported in the response to the Guest's inquiry (e.g. baby cot).
- c) Shared services: This service exists and can be realized according to the previous agreement with all the other Guests of the same object (e.g. washing machine).
- d) Negotiable services: All these services and conditions of their usage are arranged directly by every Guest with the service provider upon arrival to the accommodation unit (e.g. a computer with Internet access).
- e) The term “private beach” – A beach in Croatia cannot be privately owned because it is part of the maritime domain that cannot acquire ownership. The term “private beach” means a beach that is poorly utilized by the public, and most often visited only by the guests of the unit that is directly by the above-mentioned beach.

**Agency's Obligations**

The Agency is responsible for providing services and selecting the service providers, and at the same time caring about the rights and interests of its clients in accordance to the tourism customs. The Agency will fulfill all of the above listed and described obligations, except in extraordinary circumstances that the Agency has no effect on (see introductory note).

## **Guests' Obligations**

### **The Guest is obligated to:**

- Provide all the information indispensable for the reservation definition;
- Possess valid travel documents;
- Respect the regulations of the destination country;
- Obey the laws of the Republic of Croatia, as well as those of the transit countries during the journey. In case of the impossibility of arriving at the destination, because of violating these regulations, all costs have to be covered by the offender/the Guest;
- Obey the house rules in the accommodation units and kindly cooperate with the service providers;
- Present the voucher (where the correct number of people and service types are stated) to the service provider at the moment of arrival to the accommodation facility;
- Always check whether the destination country or any of the neighboring countries require a visa.
- The guest is solicited to take good care of the accommodation unit and its property in an appropriate way and respect the terms and conditions of the accommodation unit. The guest is requested to leave the accommodation unit neat and tidy upon check-out; in case of contravention, a certain amount (50 – 300 €, depends on the accommodation unit) will be charged from the damage deposit for an additional cleaning service.

In cases of non-compliance with these obligations, the Guest shall pay for all the costs and be responsible for eventual damages. By confirming the reservation, the Guest agrees that, in case of any damage, he/she will pay for it to the service provider.

### **Guest's right to change and cancel the reservation**

a) In case the Guest wants to change or cancel the reservation, it always has to be done in writing (via e-mail). The changes may include: the number of people, names of guests, and/or another date of the holiday beginning or ending (needs to be reported at least 30 days before arrival). Each change will be charged in the amount of 15 euros per change. In case that the reservation change is not possible, and the Guest gives up on the already confirmed reservation, the terms listed below are applied.

b) The date when the written cancellation notification is received by the Agency represents the basis for the calculation of all the cancellation charges. In case the written cancellation was not received within the working hours of the Agency, the cancellation date is considered to be the next working day:

- If the Guest cancels a reservation before paying the rest to the total reservation amount, he is not obligated pay the remaining amount of the total price.
- If the Guest cancels the reservation after paying the rest of the total price, the money of all the deposit payments will not be refunded, but used to cover the costs of the late cancellation.

Any of the paid deposits, as well as the one which confirms the agreed reservation, are not refundable. The rest of the full reservation price should be paid upon the offer which the Guest received by the Agency. In case of a late payment, the Agency reserves the right to cancel the reservation.

In case the Guest has to cancel the reservation within the 7 days before the agreed arrival, he/she is allowed to find a new Guest for the same reservation period, if possible (this also always depends on the service provider). In this situation, the Agency will charge only the costs incurred because of the reservation changes, i.e. the change of the actual Guest. The new Guest accepts all the obligations written within these Terms and Conditions.

If the Guest does not check in until midnight on the starting date of the holiday, and does not inform the Agency or the service provider about it, the reservation will be cancelled and the cancellation costs will be calculated as described above. If the actual costs exceed the above listed ones, the Agency holds the right to charge the actual costs.

In case the Guest is unable to check in on the previously agreed day, and has informed the Agency and/or service provider about it, the accommodation unit is still kept for the Guest, based on the agreement.

The Agency does not compensate for the cost of the passports or visas of the Guest, related to the cancellation of the Guest's reservation.

### **Cancellation insurance**

If the Guest predicts that for some reason he/she might need to cancel the trip, the Agency recommends purchasing cancellation insurance. These insurance premiums calculations are based on the reservation value and are calculated according to the price list of the insurance company.

### **Travel insurance**

The reservation prices do not include the travel insurance "package": the insurance against accidents and illness while travelling, insurance against any damage or loss of luggage and health insurance. By confirming the reservation, the Guest chooses one of the payment models, and by completing the booking confirmation he/she also accepts these Terms and Conditions. In case the Guest requires additional insurance, it can be arranged directly with one of the insurance companies.

We always recommend carefully reading all of the insurance terms before purchasing.

### **Luggage**

The Agency is not responsible for luggage that is destroyed, lost, damaged, or stolen in the accommodation unit. Lost luggage or theft should be reported to the accommodation service provider, the agency, and the competent police station.

### **Agency's right to make changes and cancellations**

The Agency holds the right to change and cancel the reservation. The booked accommodation can be changed for another one of the same or higher category only with the prior Guest's notification. It is always done by the previously agreed price. If the alternative accommodation is available only in the facility of higher quality and the price is more expensive (10%) than the original price, the Agency holds the right to charge the price difference upon consulting the customer.

In cases where the alternative accommodation is not an option, the Agency holds the right to cancel the reservation and to inform the Guest about it on time. In case of cancelling the reservation made by the Agency, the Guest has no right to ask for any compensation, and the Agency is only obligated to refund the amount paid to its account. If a suitable replacement is not possible from the starting date of the reservation, the Agency will give the Guest all the information about the available accommodation outside the Agency's offer and will make sure to refund the full amount paid for the reservation.

### **Dealing with complaints**

**Note:** All guests who are visiting the Republic of Croatia must be aware that, according to the Republic of Croatia, the Law on Construction permits external works in the period 01.01 – 15.06 and 01.09 – 31.12. The Guest is required, upon arrival at the accommodation unit, to check everything together with the service provider. This is important in order to communicate the inadequate service and inform the Agency about all the

eventual deficiencies in writing. In that case, all the problems will be solved as soon as possible, at the latest within the period of 2 working days.

If the Guest during his stay has a complaint about the unit or the use of services during his/her stay, the Guest is obligated to inform the service provider or the representative of the Agency, as well as to inform the Agency in writing. All possible problems in the unit will be removed as soon as possible and no later than 2 business days. For any eventual problems that have been resolved, the client has no right to complain, nor the Agency nor the service provider are subject to grounds for complaint. The guest is required to cooperate with the service provider and the Agency in good faith in order to rectify the problem. If the guest has not made a complaint during his stay, he is deemed to be satisfied.

During the problem solving period, which can last up to 36 days at the most after sending the complaint, the Guest cannot involve any other party, the UHPA arbitration or other institutions, as well as providing any information to the media. Also, during this period, the Guest agrees not to sue the Agency or the service provider. The maximum compensation amount can reach the total price of the inadequate service, and cannot include already provided services or the total amount of the reservation. This excludes the right of the Guest for ideal damage compensation.

The Agency cannot be held responsible for eventual weather conditions, sea temperature at the destinations and all other similar situations or events that can cause the Guest's dissatisfaction, and are not directly related to the quality of the accommodation units (e.g. bad weather, badly maintained beaches, large crowds, stealing or property damage, etc.).

If the Guest made a "last minute booking" (making a reservation at the last moment), then he/she accepts all the risks of that kind of holiday. These reservations include the uncertainty of facts, which the Agency cannot affect, as the Guest made this reservation primarily based on the lower price and therefore has no right to complain about the organized reservation.

#### **Note**

By confirming the reservation and paying the deposit or the total amount, the Guest accepts all of the above listed Terms and Conditions. These Terms and Conditions exclude all previous travel terms and conditions.

#### **Discounts**

In the case of simultaneous offers, no discounts can be combined. Discounts do not apply to the "last minute" offers.

#### **Cooperation with subagents**

In cooperation with the subagents, upon their request (inquiry) for the tourist services, ContessaTravel Agency will make an offer of available capacity. Further communication between the subagent and the client, the final offer to the client, and the terms and conditions of the reservation of tourist services that the client makes via the subagent are not the responsibility of the Agency.

All subagents are required to thoroughly review the proposed tourist offer and it is their own responsibility to make the final decision of what to offer the client and what is the best offer for the client's request.

In the case of a complaint by a client for the deficiencies of transferred information about the tourist offer, liability and damage lies solely on the subagent, who is bound to transfer all accurate and reliable information that is relevant to the request of the client.

For all information that is important to confirm the booking, but which is not mentioned in the presentation material and the offer, the Agency will be available to provide all the necessary information.



## **Court Jurisdiction**

The Guest and Agency will attempt to settle any possible disputes amicably, and if this is not possible, both accept the jurisdiction of the Rijeka court, while the applicable law will be the one of the Republic of Croatia.

## **Personal data entry and transfer**

These measures are in place to fulfill our obligations; we inform clients about how their data is used and provide them with the option to choose how their data is handled on a regular basis, including the choice to have their name removed from marketing campaign lists. All client data is stored securely and is accessible only to employees who need the information to perform their duties. All Agency employees and business partners are required to adhere to privacy protection principles.

This Privacy Statement pertains to the collection and processing of your personal data and the use of cookies on the website [www.contessa-villas.com](http://www.contessa-villas.com). By using these websites, you consent to the collection and processing of your data and the storage and access to cookies on your device. Agency collects and processes your data with respect to the anonymity and privacy of users and uses and processes the data solely for the purpose outlined in these Terms.

Agency reserves the right to modify the Terms of Use at any time and will not be held responsible for any consequences arising from such changes. These changes will take effect upon publication on these websites.

The website [www.contessa-villas.com](http://www.contessa-villas.com) protects your personal data from unauthorized access, use, or disclosure. Information about the computer servers is stored in a controlled, secure environment, protected from unauthorized access, use, or disclosure.