

## TERMS AND CONDITIONS

### IN GENERAL

Soravento holiday rentals is a travel agency (hereinafter: Soravento) owned by a commercial company Vento Nuovo d.o.o. (Ltd.) specialized for agency activities in renting of private accommodations with swimming-pools and apartments.

Soravento contracts accommodation services directly with property owners in order to secure its guests a service at the highest possible level. All advertised accommodations are under contract with Soravento and they all have licenses issued by the state authorities.

The rental contract which you enter into with Soravento as an agent, you as a lessee (hereinafter: guest) actually conclude with the vacation house owner (hereinafter: accommodation) as a lessor (hereinafter: Owner). Soravento acts exclusively as an agent and it shall be liable only as an agent. By paying an advance for the reservation of the selected accommodation in the demanded period you unconditionally accept these General conditions which shall be published on the web page of Soravento [www.soravento.com](http://www.soravento.com) which come into force on the day of publishing. After Soravento receives the payment of the reservation down payment, it shall send a written confirmation to the guest by email (hereinafter: confirmation), which shall contain a precise accommodation location and all necessary contact information. The written booking confirmation together with these general terms and conditions forms the rental agreement between the guest as tenant and the owner as landlord.

## 1. ARRIVAL AND DEPARTURE

The earliest arrival time is 14:00 or 16.00 on the arrival day (depending on the object rule). The latest departure time is 10.00 on the departure day. Earlier arrivals and later departures will not be possible.

Raniji dolazak i kasniji odlazak neće biti mogući.

### 1.1. GUEST REGISTRATION

The guest is obligated by Croatian law to provide the property owner/property host with official identification documents containing personal details for tourist registration purposes with the national tourist board (HTZ). This information will not be used for any other purposes. A guest that will not provide any form of personal identification for tourist registration as required by law, may be denied access to the property with no possibility of refund of the paid rent..

## 2. ACCOMMODATION

### 2.1. NUMBER OF GUESTS

At any time, the number of guests on the object property cannot be higher than the one stated in the confirmation. The number of guests can be increased up to the maximum capacity stated on the website, no later than 3 (three) days before arrival. The guest number change request must be submitted by email. The total number of guests includes children regardless of their age.

## 2.2. TENTS AND CAMP TRAILERS

It is forbidden to set up tents or bring camp trailers or similar. If this provision is not respected, the owner and/or Soravento are authorized to terminate the lease agreement immediately, without a notice period, and the guest is obligated to leave the object permanently together with all the persons staying there within 2 (two) hours, and he/ she is not entitled to demand from the owner or Soravento the return of the paid sum for the accommodation.

## 2.3. HOUSE PETS AND ALLERGIES

It is marked on the web page of each object if pets are allowed and under which conditions. Pets are not allowed in the pools in any of the objects. During the booking process, the guest must choose the number of pets. Pets are charged extra and prices will be visible on the confirmation. It is not permitted to keep a larger number of pets than the number which is registered and mentioned on the confirmation. Keeping of pets in a object is the exclusive responsibility of the guest, and owners and Soravento do not take any responsibility for a possible illness or injury that the pets might suffer during their stay.

In some objects it is not permitted to keep pets. Soravento does not take any responsibility for possible allergic reactions of guests that might occur in any of the houses.

If the guest brings a pet that was not announced in advance, the owner and/or Soravento retain the right to terminate the rental contract immediately, without a notice period, and the guest is obligated to leave the accommodation permanently within 2 (two) hours with all the persons staying there, and he is not entitled to demand from the owner or Soravento the return of the paid sum for the accommodation.

## 2.4. NEWLY BUILT ACCOMMODATIONS

At the reservation of a newly built accommodation, the guest must be aware that it might happen that there was not enough time for the grass, plants, flowers etc. to grow in the garden.

## 2.5. NOISE

In case that the guests disturb public order by noise and do not calm down after a warning, that can be considered a severe breach of the rental contract provisions, in which case the owner and/or Soravento are authorized to terminate the rental contract immediately, without a notice period, and the guest is obligated to leave the object permanently together with all the persons staying there within 2 (two) hours, and he is not entitled to demand from the owner or Soravento the return of the paid sum for accommodation.

## 2.6. SWIMMING POOLS

The guest is obligated to obey the instructions of any kind that refer to the usage of swimming pools and that are given by the owner or Soravento for the guest's own safety. The guest is responsible for using the swimming pool in any sense. Children must be under the supervision of adults in the swimming pool area at all times. The guest uses the swimming pool at his/her own responsibility. Please note that out of the summer season, the swimming pool might not be usable.

You should take into consideration that the usage of whirlpools is related to certain health risks, and you use it at your own responsibility. The water in the whirlpools might not be warm until the late evening hours on the day of the guest's arrival.

It is forbidden to climb on the whirlpool lids. The lids are used for isolation, they are not designed and adjusted to bear weight of a person and can be easily broken. In case that the lid is broken, the guest is obligated to compensate the damage directly to the owner.

## HOUSE RULES

Each accommodation has its own house rules that are put on a visible place in the accommodation. Guests are obligated to follow the house rules. If the guest does not follow the house rules, that can be considered a severe breach of the rental contract provisions, and in this case the owner and/or Soravento are entitled to terminate the rental contract immediately, without a notice period, and the guest is obligated to leave the accommodation permanently with all the persons staying there within 2 (two) hours, and he/ she is not entitled to demand the return of the paid accommodation price from the owner or Soravento.

## 3. PRICES AND PAYMENT

Unless otherwise mentioned, all prices are stated in Euro per accommodation per day.

The payment by credit cards is made in Euro.

The reservation is binding, and an advance payment in the amount of 30% of the agreed accommodation price is required at the reservation, after which the reservation is confirmed.

After the completion of the reservation process and payment, Soravento shall send a written confirmation by e-mail. This confirmation shall contain all the necessary information about the accommodation and along with these General conditions, it

represents a Rental contract concluded with the property owner, with the mediation of the agency Soravento. The rental contract is considered concluded at the moment when Soravento receives the paid advance amount. In case that the payment is not made within 3 (three) days from the reservation day, the Rental contract is deemed terminated.

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

The permitted payment methods for the advance payment are: credit cards and bank transfer. All payments are to be made in EURO (EUR). There is a possibility of exchange rate differences for other currencies. Soravento cannot be responsible for the exchange rate differences or fees of other bank institutions.

The rest of the payment (70% of the agreed price of accommodation) the guest pays on arrival by credit card or cash. If the guest wants to pay by bank transfer, he must do the same no later than 30 days before arrival.

The guest can cancel free of charge 30 days before arrival, if the guest cancels within 30 days before arrival Soravento reserves the right to retain 30% of the advance payment.

### 3.1. Reservations that were made 30 or more days before the beginning of the rental period

For reservations that were made 30 or more days before the beginning of the rental period, the following conditions shall apply:

- the advance payment of 30% of the total agreed accommodation price is due for payment IMMEDIATELY if the payment method with credit card is selected.

If the payment via bank transfer is selected, the advance payment has to be received by Soravento within 3 (three) days;

- b) the rest of 70% of the total agreed accommodation price is due for payment no later than 30 (thirty) days before the beginning of the rental period if the payment is made by bank transfer. If payment in cash or by credit card is chosen, the remaining 70% is due immediately upon arrival and the guest is obliged to pay the rest directly to the property management of Soravento.

### 3.2. Reservations that were made 15 days or less before the beginning of the rental period

For reservations that were made 15 or less days before the beginning of the rental period, the following conditions shall apply:

- a) An advance payment of 30% of the rent is due IMMEDIATELY for payment by credit card.
- b) The remaining 70% of the total contracted price of the accommodation is due immediately upon arrival and the guest is obliged to pay the rest immediately by credit card or cash to the property management of Soravento. It is not possible to choose bank transfer as the method of payment if the date of arrival is closer than 15 days from the date the booking was made.

3.3. Non-observance of the payment due dates The guest is obligated to make payments within the period and in a way described in this clause of the General Conditions. If the guest does not obey the payment due dates, such behavior is considered a severe breach of contract obligations and the Rental Contract is considered terminated without a notice period. In case of contract termination, all the payments made to Soravento shall not be returned.

#### 4. TERMINATION AND CHANGES

4.1. A concluded rental contract can be terminated only in writing (by email). The termination is effective only from the day when Soravento received such a termination notice and only under the conditions from this Article.

4.2. The guest can cancel free of charge 30 days before arrival, if the guest cancels within 30 days before arrival Soravento reserves the right to 30% of the advance payment.

4.3. In case that the guest can find another guest as their substitute in the same period, for the same price and under the same conditions, Soravento shall transfer the Rental contract to the new guest immediately after a written receipt of all necessary data about the new guest, and it shall send him/her a written confirmation about it. The already received accommodation price sums shall be retained by Soravento after the transferred contract, and the new guest is obligated to pay the rest up to the total accommodation price depending on the previously selected payment method that is an integral part of the contract.

4.4. In case that the concluded Rental contract cannot be fulfilled or its fulfillment becomes significantly difficult due to an act of God (e.g. war, natural disaster, environmental disaster, epidemics, closing of borders, strike and similar act of God) which could not be foreseen at the time of the rental contract conclusion, Soravento and the owner may terminate the Rental Contract as neither Soravento, nor the owner can be deemed liable in the above mentioned cases.



## 5. DAMAGE DEPOSIT

The guest is obligated to leave a cash deposit or credit card deposit on arrival to the owner/property host. The deposit sum that the guest is obligated to deposit with the owner/property host at arrival shall be stated in the written confirmation. The deposit serves as security to the owner for causing damages in the accommodation. In case that the cost of the caused damage is higher than the deposited sum, the guest is obligated to pay the total damage amount to the owner. If no damage is caused to the accommodation, the owner/property host is obligated to return the deposited sum to the guest at the guest's departure.

## 6. LOWEST PRICE GUARANTEE

Soravento guarantees to its guests that the accommodation prices for each of the offered accommodations are the lowest on the official pages of the agency [www.soravento.com](http://www.soravento.com), i.e. that the same object cannot be found at lower prices in other advertisements.. The lowest price guarantee is not valid if the price difference is a consequence of tax or stamp duty increase or significant changes in the exchange rate. It is also not applicable if the lower prices on other web pages are not up to date, and it is not possible to make a reservation at such prices, as well as in case of special offers. The lowest-price guarantee is applicable only at the moment of reservation and it cannot be applied later or after the reservation has already been carried out and paid.

## 7. NON-INTENTIONAL GUEST CAUSED DAMAGES

The guest is obligated to behave responsibly towards the rented accommodation. The guest is obligated to return the accommodation in the condition in which he/she found it. For any caused damage, the guest is liable directly to the owner.

The owner has the right to collect the amount of actual damage from the deposit in accordance with point 5 of these conditions. If the amount of the deposit is not sufficient to cover the damage, the guest undertakes to pay directly to the owner / property host of the accommodation the difference up to the full amount of the damage.

An intentional property damage or disturbance of public order is considered a severe breach of provisions of the Rental contract, in which case the owner and/or Soravento are authorized to terminate the Rental contract which comes into force immediately, without a notice period, and the guest is obligated to permanently leave the accommodation within 2 (two) hours together with all the persons staying there, and he/she is not entitled to demand a return of the paid accommodation price from the owner or Soravento.

The guest is obligated to report to the owner/property host immediately the occurrence of any kind of damage on the accommodation or property around the accommodation during the rental period. At the guest's departure and before the return of the keys, the guest is obligated to examine the accommodation and the property around the accommodation with the owner/property host.

In case no damage is caused, the owner/property host is obligated to return the deposit from Article 5 of these Conditions.

## 8. COMPLAINTS AND PRE-EXISTING DEFICIENCIES

If the guest on arrival notices insufficient cleaning, damages or other irregularities in the accommodation, he/she shall file a complaint within 24 hours. The complaints regarding cleaning are filed immediately. The complaint is filed directly to the accommodation owner or his/her authorized representative.

It is an obligation of the guest to try to avoid the damage occurring or its expansion and to contribute to the effort to minimize any loss for the owner.

In case of filing of any complaints, the guest is obligated to give an appropriate time frame to the owner to settle the complaint.

The guest`s departure from the accommodation before the foreseen end of the rental contract and without a previous notice and agreement with Soravento shall be at risk and costs of the guest, and Soravento has no liability.

The property owner is responsible for any deviations to the accommodation state from the one advertised on Soravento webpage.

## 9. SORAVENTO AS AN AGENT

Soravento is a tourist agency that provides agency services in renting accommodations on the basis of an agency contract of accommodation services concluded with the property owners and is not their owner. The owner is obligated in the contract with Soravento to give true and complete information about the accommodation, and therefore he/she takes full responsibility towards the guest. If in opposition to the expectations of Soravento the reservation of accommodation cannot be completed due to reasons that are out of control of

Soravento, such as due to sale on the basis of the court order or due to severe contract breach by the owner or similar, Soravento is authorized to cancel the reservation, and the agreed amount which was already paid by the guest, shall be returned to him/her without delay. As an alternative, depending on guest preference, Soravento can offer an alternative accommodation to the guest.

## 10. FINAL PROVISIONS AND JURISDICTION

10.1. Soravento transmits all the accommodation information on the web page and aims at providing as accurate and up-to-date information as possible, which it collects from the property owners. The owner is exclusively liable for giving accurate and complete information about the accommodation, and Soravento cannot be considered liable in case of inaccurate, incomplete or false information

10.2. Each business use of information published on the web page [www.soravento.com](http://www.soravento.com), including any partial or complete reproduction represents a breach of copyright and it is legally forbidden.

10.3. The contracting parties shall try to settle all possible disputes in an agreement. In case of any dispute the parties agree on the competence of the competent Court in Buje and the application of the Croatian law.