1. GENERAL TERMS & CONDITIONS FOR BOOKING PRIVATE PROPERTIES (hereinafter “Terms”)

Tourist Agency La Vita Estate, PowerOne d.o.o., OIB:65879188968, ulica Paolia 17J, Novigrad 52466 (hereinafter “Agency”) is a tour operator that manages tourist sales of private apartments and holiday homes in its system and other tourist services provided under Croatian law.
These Terms are applicable for the bookings made to the private accommodation, in specific the private apartments and holiday homes with whose owners Agency has signed commercial agreement.
These Terms incorporate the conditions below and are applicable to both Agency and the guests with confirmed bookings.

2. BOOKING AND PAYMENT

Bookings are to be made by persons 18 years old and above.

Bookings are to be made by one lead guest for all of his party.

Bookings are considered confirmed with the guest receiving a voucher after completed payment (if applicable) by the official Agency mail or in the case of booking with payment policy that does not require a pre-payment, the booking is considered confirmed once the guest and Agency confirm it via
e-mail.

The party leader must be at least 18 years of age and must be authorized to make the booking on the basis of these booking conditions by all persons named on the booking.
The Agency is not responsible and cannot be hold accountable for the lead guest getting approval from the rest of the guest party as the approval is the lead guest is solely responsible to the Agency and to the other guests within his party.
The lead guest is solely responsible to make the payment for the booking in accordance with the payment policies to be applied within specific booking to the Agency and cannot waive or transfer that responsibility.

Payments can be made through Agency system if possible in which case all costs of the online payment process are on the expense of the card holder; via bank transfer; or via cash in Croatian kuna currency at the Agency office, or to the property owner.
The payments are to be honored by the payment policy that is applicable for each and every booking made by the guest.

If for a specific booking payment policy requires a down payment, the booking is not confirmed until the lead guest sends a proof of payment to the Agency.
After the payment has been made, the Agency shall issue an invoice for the paid amount and a voucher for a confirmed booking.
Guest shall pay the remaining amount of the booking in accordance with payment policy applicable to his booking.
The Agency reserves the right to refuse the guest to make a booking without stating any reason.

3. CONTRACT

Tourist contract is considered to be signed between party leader and the Agency as per article 2. of this Terms.
Agency does not guarantee the accuracy of data of the properties provided within its system as the accuracy depends on property owners.
The guest agrees not to hold Agency or its employees responsible for any damages that might occur by the data inaccuracy listed within Agency system or in the systems of its partner portals or tour operators.
This Terms shall be governed by and construed and enforced in accordance with the laws of Croatia, and shall be binding upon the parties worldwide.
All disputes are to be resolved with Croatian courts.

4. PRICES

The prices for booking the accommodation are based on the period of the season that is booked.
The price of accommodation is subject to surcharge for any extras if they are not included in the initial price which is to be noted by the Agency at the time of booking creation.
In all cases Agency shall only accept cancellations made by lead guest.

5. SECURITY DEPOSIT

A security deposit is required to cover the cost of any damages or breakages if noted on the voucher. The deposit will be collected at the accommodation on the day of the arrival by property owner only if it is applicable it shall be noted on the pricelist set in the system of the Agency or its partners. The property owner reserves the right not to accept the guests if the deposit is not paid at the property at the arrival.

The deposit shall be returned to the guest at the check-out.

6. BOOKING MODIFICATION

All modifications of the number of guests or property changes or date changes must be confirmed by the Agency.

Agency endeavor to assist with any and all modifications that the guest try to make.

Agency reserves the right not to accept any booking modification.

7. CANCELLATION

Lead Guest agrees to comply with cancellation policy that applies per specific booking and is noted on the system of the Agency and its partners at the time of booking creation.

Only cancellations made by the leading guest shall be considered into account.

The cancellation must be made via Agency partner portal site, e-mail or official Agency fax. The Guest is obligated to pay the remaining price of the booking applicable to the specific booking that he wishes to cancel. The Guest is entitled to free cancellation within 24 hours of making the reservation.

In such cases, the Guest is entitled to a full refund, which will be processed to the credit card used for the payment within 14 days from the date of cancellation.

8. MODIFICATIONS AND CANCELLATIONS MADE BY AGENCY

In the event that the cancellation or modification has been made by the Agency, it endeavors to provide the guests with accommodation of same or better quality.

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

9. COMPLAINTS

All guest complaints for accommodation or property owner must be submitted in writing to the Agency no latter then 1 day of damages occurred.

The Agency official shall act promptly to resolve any issues arisen by the guest for the property or the property owner.
Failure to alert the Agency in accordance with terms above whilst the guest is at the accommodation will lead to a rejection of the guest complaint.

In the event of a legal dispute between the Guest and the Agency, both parties agree that the Commercial Court in the Republic of Croatia, according to the Agency's registered seat, shall have exclusive jurisdiction.

In accordance with Article 14(1) of Regulation (EU) No 524/2013 of the European Parliament and of the Council, consumers are hereby informed that they may also submit a complaint through the Online Dispute Resolution (ODR) platform, available at:

https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage

Additionally, complaints may be sent directly to the Agency via e-mail at: estatelavita@gmail.com

10. ARRIVAL AND DEPARTURE

Standard check-in time is noted in terms set forth in vouchers.

The guest can notify in writing the time of his arrival of which the Agency shall promptly notify the property owner.

Standard check-out time is noted in terms set forth in vouchers.

The check-in and check-out times can differ from standard ones, in which case the standard times do not apply.

11. TRAVEL

The party leader is responsible for the parties taking with them correct travel documentation (passports and visas, driving licenses, vehicle registration, green card, motor insurance etc.). The Agency shall not be hold responsible for any problems arising as a result of non-confirmation of guest travel arrangements e.g. plane tickets, car hire, transfers etc.

12. GUEST RESPONSIBILITIES

The guests must keep the property and all furniture, fittings, effects, facilities, equipment and grounds in the same state and condition as at the commencement of the booking, and in the same state of cleanliness and general order in which it was found.

The guest is solely responsible for any breakages, loss or damage to the property.

Agency strongly recommend to the guest to take adequate insurance cover all party members. The property owner reserves the right to make deductions from the security deposit for any extra cleaning over the number of hours committed to cleaning, and to claim compensation for costs over and above the sum of the security deposit.

The parking of caravans/pitching of tents is strictly forbidden and is a reason for the guest to be expelled from the property without prior notice.

13. NUMBER OF PEOPLE USING THE PROPERTY

The number of persons using the property must be honored by the guest at all times as it must not exceed the maximum number of guests set by the guest on the booking.

Only those persons named at the time of booking may use the property without prior agreement.

The owner has the right to terminate the rental without prior notice and without refund if the numbers are exceeded.

14. ACCESS

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

15. BEHAVIOUR

The lead guest is responsible for the correct and decent behavior of the party.

Should the lead guest or a member of the party not behave in a manner to honor the moral and regulations of Croatia, or the property rules set by the property owner, the property owner or local representative/agent may use their absolute discretion and ask you and the party to vacate the property without refund.

16. ADDITIONAL SERVICES

For any additional services the guest must inform the Agency no later than 28 days prior to arrival or in cases of late bookings 24h after booking creation.
Payments for such services are to be made to the property owners (excluding car hire, attractions tickets etc.).

17. LINEN

Linen, towels (every three days), beach towels and linen change (every seven days) is included in the properties.

18. SWIMMING POOLS

In a case that the property has a swimming pool, the guest can use it if it is noted in the booking.
Swimming pools are not open all year.
The guest should check with the Agency if the pool is available or not.
If pool heating is required, then extra charge may be applicable.

19. SOCIAL EVENTS AND OTHER FUNCTIONS

Any private functions (e.g. party, wedding, cocktail party) at the property that the guest wants to organize must be pre-approved by the property owner.
Additional charges and/or increased security deposit may be applicable and the amount is in sole owner's discretion.

20. SECURITY AND VALUABLES

Any valuables left at the property are left at guests own risk.
Neither Agency nor the property owner is responsible for any loss that may occur to the guest.
No refund can be given should the guests decide to vacate the property as a consequence of a burglary.

21. INFORMATION

The Agency waives the any and all responsibility of property data accuracy and the guest understand that the full property description depends on property owners.
The photographs are just for illustration purposes.

Property owners reserve the right to make modifications to the property specifications that are considered necessary in light of operating requirements.
In the interest of continual improvement, property owners reserve the right to alter furniture, fittings, amenities, facilities or any part of any activities, either advertised or previously available without prior notice.
If material changes occur after the booking has been confirmed, Agency shall notify the lead guest if there is time before arrival.

22. PETS

Pets are allowed only if noted with the property data.

The owner reserves the right to add a surcharge and/or increase the security deposit in cases the guest is bringing pets.
Number and weight of pets must be agreed prior to acceptance of booking.

In the case the property owner does not allow the pets in the property, the guest cannot bring the pet and if he does, the property owner can decline the pet to enter the property in which case the guest must pay the full booking amount that had not been paid and is not entitled to any refund.

23. ENVIRONMENT

Properties which are located in rural environment may encounter flora and fauna e.g. mosquitos, wasps, ants, local dogs etc. as well as other environmental activities e.g. farming, drains etc.

24. LIABILITY

Neither Agency nor the property owner shall be responsible for the death of, or personal injury of any member of a booking party, or of any other person at the property.
Agency shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws or measures of any kind on the part of the government or local authority, strikes, lock-outs or other industrial actions or disputes or adverse weather conditions.
In any mentioned case Agency is entitled to treat the booking as discharged.

In the event of discharge, the liability shall be limited to the return of the sums paid to us in respect of the unused portion of the rental calculated on a pro rate daily basis less an administrative fee of 50 Euro to cover our reasonable expenses.

Agency shall not be hold responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

Neither Agency, agents, property owners can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond their control.

In the event that a source of noise has been in existence prior to the guest arrival and the Agency is informed, Agency will contact the guest to inform of the disturbance.

Agency is not responsible for events beyond of its control e.g. bad weather including events arising as a result of very hot or unusual weather, delays caused by carrier companies, breakdown of domestic equipment.

25. SPECIAL REQUESTS

Any guest special request shall be admitted by the Agency staff and processed to the property owner for a final decision.

If the property owner can meet the special request and decides he shall honor it, the Agency shall immediately inform the guest of acceptance.

If the acceptance of the request is not possible, the guest shall not hold the Agency, its agents or the property owner responsible and shall honor the confirmed booking.