

Terms and rules of booking

Contract between the artMedias agency and the guest

Please read the rules of reservation and accommodation. When confirming the reservation, it is implied that you are familiar and agree with them, and that you will fully adhere to them. These rules and regulations also determine the rights and relations between the guest and agency, and are a relevant document in dispute resolution.

Introductory note

These guidelines and requirements for reservation of accommodation and other arrangements from the offer of the artMedias travel agency, Creska 32, Mali Losinj (hereinafter: **the agency**) are an integral part of the Contract, that is, Voucher concluded between the artMedias agency and the person making the reservation (hereinafter: **guest**). When confirming the reservation, it is implied that the guest is familiar with the contract and that he or she will comply with it.

1. Reserving accommodation

Reservation of accommodation offered by the **artMedias** agency can be done on the Internet pages, in person in the agency's office, by phone, fax or any other means of distance communication, and with other authorized agents of **artMedias** agency.

After confirming the reservation by depositing an advance payment, signing the contract, voucher or application, that is, dictating the credit card number when obtaining services through means of distance communication, the guest establishes legal relations with the **artMedias** agency and confirms that he or she is familiar with these General conditions of providing accommodation services and fully agrees with

them. In this way, the contents of these General conditions become legally binding for both the guest and the **artMedias** agency.

When making the reservation, the guest is obliged to submit all required personal information.

2. Contents of the offer

artMedias agency guarantees the truthfulness of the visual representations and data related to the characteristics of the accommodation units it offers, as well as the credibility of prices and conditions under which they are offered.

The agency must also guarantee accommodation to the guest in rented units in the reserved period, except in special circumstances (war, riots, strikes, epidemics, sanitary problems, natural disasters and the like).

3. Payment

The guest confirms the requested reservation by making an advance payment varying from 10 to 50 % of the total price, depending on the accommodation unit. The remaining sum is paid during the stay, **at the office of artMedias agency**, a day before leaving the accommodation at the latest, in kunas, in euro or with major credit/debit cards, according to the price list of the service provider certified by the relevant tourist office.

By making the reservation and advance payment, the guest confirms that he or she is familiar with all elements and conditions under which a particular accommodation unit is offered, after which all these conditions become legally binding for both the guest and the agency.

4. Price of accommodation, payment and changes in the price list

The prices offered by the agency vary for each accommodation unit and are mentioned for each accommodation unit separately. The prices of accommodation units are calculated in Kunas. **Payment is done in the**

agency's office, in kunas, euro or with major credit/debit cards, according to the price list of the service provider certified by the relevant tourist office. The amount of total expenses in kunas can vary in relation to the euro exchange rate in local exchange offices, for which the agency and the service provider are not liable, nor will it affect the valid price lists.

The agency reserves the right to change the prices in case the service provider changes the accommodation price list. In case the prices change after the advance payment has been made, the agency guarantees to the guest that the remainder will be calculated at the original price, on which the guest based its decision.

In cases of a significant increase of the value of Euro in relation to Kuna, the agency has the right to modify the prices of accommodation according to the newly developed situation on the market. The agency can then no longer guarantee the price concluded for advance payment and confirmation of reservation.

5. The description of accommodation services

Accommodation offered by the artMedias agency is described according to the official categorization of the local tourist office and the insight into the situation in accommodation on the field obtained by the employees of artMedias agency.

The provider of accommodation services is obliged to provide appropriate cooking utensils and cutlery in the kitchen for every accommodation unit, depending on the number of people using it. Each guest should be welcomed into a clean and tidy accommodation unit, with clean sheets. For guests staying longer than one week, bed linen and towels will be changed once a week.

On the day of departure, the guest is obliged to allow the service provider to inspect the state of the accommodation unit, and to leave it as he or she found it. The guest is responsible for any damage to the appliances and

equipment he or she was given and that was created by inappropriate usage, and the evaluation of potential damages must be done in the presence of the guest. The guest is required to pay for the damages immediately.

6. The agency's right to change and cancel the reservation

The agency can suggest changes of reservation or cancel the rented accommodation entirely or partially if, before or during the guest's stay, special circumstances occurred that cannot be avoided or eliminated, which, if they had occurred at the time of the announcement and offer of the program, would be a justified cause for the agency not to announce the offer and accept applications and confirmations of the reservation of accommodation units.

If the agency is in a position to offer the guest an alternative, the change of reserved accommodation can be done only with the permission of the guest. The offered alternative must be of equal or higher quality than that of the originally reserved accommodation. A possible difference between the price of the reserved accommodation and the accepted alternative is paid by the agency.

The agency is obliged to inform all guests who confirmed their arrival by making an advance payment about the change in the reservation or cancellation, immediately after the special circumstances occur, and if it cannot find alternative accommodation, must return to them the amount they paid.

7. The guest's right to change and cancel the reservation

If the guest wants to cancel the reserved accommodation, he or she must do so in a written form – by e-mail, fax or regular mail. The date when the agency received the written document about the cancellation of reservation is the basis for calculation of cancellation costs, as follows:

- for cancellation until **45 days** before the start date of reservation, the

guest can ask for cancellation of reservation and refund. The payment is returned to the guest at his expense.

- for cancellation in the period from **44 to 30 days** before the start date of reservation, the agency charges **10%** of the total price of rented accommodation, for operational and administrative costs. The remainder of the money is returned to the guest at his or her expense.

- for cancellation in the period from **29 to 0 days** before the start date of reservation, the agency charges **30%** of the total price of rented accommodation.

If the incurred expenses are greater than was formerly estimated, the agency reserves the right to charge the expenses incurred in reality. The above-mentioned costs of cancellation are applied especially to the changes of the timeframe and date of accommodation in the reserved accommodation unit, but all other important changes as well.

If the guest who wants to cancel the rented accommodation units finds another user for the same reservation, the agency will not charge any expenses for the replacement.

In case of a **shorter stay**, the total price of accommodation is calculated for the entire reserved period.

Advance payment or payment for the entire accommodation shorter than 5 overnight stays shall not be refunded if the guest cancels their stay less than 30 days before arrival. Advance payment is a guarantee to you, to the lessor and to the agency that a lease agreement had been concluded and it is paid out to the facility owner as indemnity.

8. The obligations of artMedias agency

The agency is obliged to ensure that the services are being carried out and to select the service providers with the scrutiny of an informed economist, and to take care of the rights and interests of the guest in accordance with the good traditions in tourism.

The agency is obliged to ensure that the guest is provided with all the rented services, and is accountable in case all or parts of the rented services are not carried out.

The agency disclaims any responsibility in case the services have been modified or not carried out due to circumstances beyond its control.

9. The obligations of the guest

The guest is obliged to:

- adhere to the house rules displayed in the accommodation unit and work with service providers in good faith
- upon arrival at the accommodation unit or agency, the guest must submit identification documents for registration with the authorities. The documents will be returned to the guest within 12 hours.
- it is not allowed to bring more guests than specified in the voucher, bring in guests who are not using the accommodation during their stay or bring unannounced pets in the accommodation units. If the guest violates these rules, the agency will cancel his or her stay and charge him or her **the total amount** of the agreed arrangement
- during the stay, and a day before leaving the accommodation unit at the latest, the guest is required to pay the remaining cost of accommodation, if he or she has not done it already, at the office of the artMedias agency
- on the day of departure, the guest is obliged to allow the host to check the condition of the rented rooms, and leave it as he or she found it on the day of arrival

In case the guest doesn't comply with these obligations, he or she is responsible for the incurred expenses and for the damages caused by it.

10. Handling complaints

Each guest – contracting party - has the right of complain about undelivered contracted services. If the services of rent were not completely or appropriately delivered, the guest can request adequate compensation by submitting a written complaint.

Procedure for complaints:

- if the guest, upon arrival to the destination, is not satisfied with the condition of the accommodation unit, he or she is obliged to immediately inform the agency about the reasons for dissatisfaction. In case the guest is not in a position to contact the agency, the guest can complain about inadequate services to the service provider. The guest is obliged to work with the agency representative and the service provider in good faith to eliminate the reasons for complaint. If the guest cannot accept the offered solution that corresponds to the reserved and paid services, the agency will not accept his or her subsequent complaint and will not consider itself obliged to respond to it.

- if, upon arrival to the destination, the guest is not satisfied with the condition of the accommodation unit, leaves it and finds another accommodation at his own initiative, not giving the agency the opportunity to eliminate the reasons for his dissatisfaction and possibly find him a substitute accommodation, the guest cannot request a refund nor file a complaint for compensation, regardless of whether the reasons for this were justified or not.

If the justified reasons for dissatisfaction cannot be eliminated, the agency is obliged to find substitute accommodation for guests.

The highest compensation can amount to the amount of the part of the services that the complaint refers to, and cannot include already used services or the total amount of the arrangement. The guest is also not entitled to compensation of non-material damages.

11. Court jurisdiction

If the guest is not satisfied with the agency's solution, he or she has the right to court arbitration before the Mali Losinj court.

12. Note of warning

By paying for the reservation, the guest accepts the program in its entirety and here described conditions of providing accommodation in private houses of physical persons.

In Mali Losinj, 01.01.2015.