

General Terms and Conditions

PERSONAL INFORMATION SECURITY & GDPR

Guru Hosting, Property Management Agency (GH Agency in further text), Ivana Gorana Kovačića 25, 51521 Punat, Croatia, MBS 98355546, OIB: 67681291113, guruhosting.islandkrk@gmail.com, +385955016773 is under obligation to not give the Guests's personal information to a third party or to use it for any reason but for the purpose of carrying out requested services and inter-communication.

The Guest provides personal information that is required for processing requested services which will be used for inter-communication only. In case Guest don't want to receive any information about changes, news and special offers, we will, of course, respect Guest's will. Furthermore, Guest's name and e-mail address allow us to send newsletters which can be stopped at any time by unsubscribing at the bottom of every e-mail.

We reserve the right to publish reviews of accommodation. However, at the request of the Guest we will remove the review from our web site.

CATEGORIZATION AND SERVICE DESCRIPTION

The GH Agency ensures services according to the published information, description and schedule in accordance with confirmed reservations except in the circumstances beyond our control.

While we make every effort to ensure that the descriptions supplied are accurate, the information presented may contain accidental grammar or typing mistakes. Please note that minor differences may arise between the photograph/illustration/text used and the actual property. Tolerance of +/- 20% applies to all numerical values (areas, distances). Offered accommodation units are described after the official categorization of the issuing institution (e.g. Croatian Office for Tourism) and through our insight in the actual condition of the capacities. Changes, additions and information corrections are made

continually. GH Agency is not responsible for direct, indirect, criminal or any other damages that are the result of using the information presented.

The property owner reserves the right to modify the property specifications 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. In case major material changes occur after your booking has been confirmed, we will notify you promptly before your arrival date.

BOOKING PROCEDURE

We receive all inquiries and accommodation bookings by e-mail, phone, in written (by mail) or delivered personally in the GH Agency.

We offer You a various choice of accommodation such as apartments, rooms and holiday houses. However, in case You are unsure about what sort of accommodation suits You best, please inform us about Your criteria and priorities when choosing Your accommodation. We shall gladly offer You several options according to Your wishes.

The completed booking form on our website is considered to be booking. To complete the booking, the Guest should pay the advance within five days from receiving the booking confirmation. The advance is 30 % of the total amount. For a stay shorter than 5 nights, the advance is 50 % of the total amount. For some accommodation, the total amount is required 30 days before arrival, which is indicated in the accommodation description. When the advance is paid in, the Guest is obligated to send the proof of payment to GH Agency. If booked vacation term starts 15 days after the booking is made, the Guest is due to pay advance money within 12 hours from receiving the booking confirmation and immediately notify GH Agency by e-mail.

Advance payment for booked accommodation can be paid by bank transfer or by credit card.

Online credit card authorization is provided by WSpay™ system. Data transfer is secured by using SSL (Secure Socket Layer) protocol with 256 bit instant SSL pro data encryption.

All advance payments by credit cards will be effected in euro. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion, there is a possibility of a slight difference from the original price stated on our website.

In case the advance payment isn't made in stated time limit, the booking is considered to be non valid.

After the advance is paid, GH Agency will send to the guest an advance receipt with all the details considering the service and instructions for how to reach us.

While booking, a Guest is due to give all the information that booking procedure requires. All the files are kept under the name of the person whose name is first stated in the booking form (holder of booking). The booking holder is responsible for all the payments (advance and the rest of the costs).

When you arrive at Your destination, unless agreed otherwise, you must first register in GH Agency and show Your booking confirmation document – voucher and valid documents (identity cards or passports) of all persons in the group.

Check-in is from 15:00 and check-out is until 10:00. For some accommodation, check-in is from 16:00, which is indicated in the voucher.

For all arrivals, prior arrangements must be made before check-in.

PRICE OF ACCOMMODATION

The accommodation price includes the basic service described in the booked accommodation unit. Properties are let fully furnished and equipped following the category standard. All properties' prices include linen, electricity, hot and cold water, air conditioning and final cleaning.

Special services are those not included in the price of accommodation (for example pets); therefore, the customer pays for them separately. You must request these services at the time of booking.

Pets are not allowed in all accommodation units. The number and kind of pets must be agreed upon prior to acceptance of the booking.

The accommodation prices are listed in euro.

Should the number of people for the reserved accommodation unit exceed the number indicated on the travel documents (voucher), the service provider has the right to withhold services for unannounced guests or allow all guests and request additional payment for unannounced guests on the spot.

The property owner is not obligated to provide accommodation beyond the period stated on the voucher. But if it's possible it can be done. In that case, the payment for additional time is requested. The property owner is not obligated to provide services that are not stated in the voucher.

The existing Law regulations prescribe that every Guest must pay daily residence tax along with the accommodation bill. The final amount of the residence tax for a specific reservation is determined by the number and age of persons as well as the period of booking.

The reservation calculation will include the amount required for residence tax or there will be a note that the residence tax is already included in the price.

For the stay of 1, 2 or 3 nights the price is 30 % higher.

If you intend to organize a private function (e.g., party, wedding, cocktail party) at the property, you must seek prior permission. You might have to pay additional charges at the property owner's discretion.

Travel insurance is not included in the price.

THE GUEST'S RIGHT TO CHANGES AND CANCELLATIONS

In the event that the Guest wishes to change or cancel a reservation, he/she must do so in writing (by e-mail, or letter). Changes can refer to the number of people or the names of the Guests, the date of the arrival /departure and must be made no later than 15 days prior to the beginning date of the service in question. If a reservation change is not possible and the Guest gives up the confirmed reservation, the cancellation terms listed below apply.

For fixed confirmed reservations for accommodation units in private accommodation, the date on which the written cancellation is received represents the basis of the calculation of costs as follows:

- for a cancelled reservation up to 30 days prior to the beginning of the service - free of charge
- for a cancelled reservation from 30 to 15 days prior to the beginning of the service - 30% of the total amount of the reservation
- for a canceled reservation less than 15 days prior to the beginning of the service, during the reservation or for Guest's non-show at the reserved accommodation unit - 100% of the total amount of the reservation

If, according to the General Terms & Conditions, the conditions for the return of the paid funds are met, the Agency retains the reservation fee amount.

THE AGENCY'S RIGHT TO CHANGES AND CANCELLATIONS

The Agency reserves the right to make changes regarding reservations in the event of circumstances that cannot be predicted, avoided or removed. A reserved accommodation unit can only be switched with prior notification by the Guest for an accommodation unit in the same category or in a higher category at the price at which the Guest confirmed the reservation. Suppose the replacement accommodation is only possible in a unit in a higher category where the price is 15% more than the price of the paid reservation. In that case, the Agency reserves the right to charge the Guest the difference and is required to consult with the Guest.

In a very unlikely event that the Agency must make alterations and cancellations, we will inform you as soon as possible and if requested, we will try to arrange alternative accommodation of a similar type, standard and location.

In cases where substitute accommodation for reserved accommodation is unavailable, GH Agency reserves the right to cancel the reservation upon prior customer notification and guarantees the refund of the complete paid amount and shall be under no other liability.

OBLIGATIONS OF THE AGENCY

The Agency is responsible for providing services as well as selecting the service provider while respecting the rights and interests of the Guests in accordance with the traditions of the tourism industry. The Agency will fulfill all the above mentioned obligations as described except in circumstances beyond its control.

OBLIGATIONS OF THE GUEST

The Guest is obligated to: have valid travel documentation, respect and abide by all customs and foreign exchange regulations of the destination country as well as of other countries through which he/she passes or resides. The guests must agree to abide by the house rules of the accommodation as well as cooperate with the service providers in a well-intentioned manner. The Guest must enquire whether or not a visa is required for the destination country as well as for countries through which he/she passes or resides. If the Guest does not follow these regulations, he/she will be held responsible for any expenses or damages.

You must keep the property and all furniture, fittings, effects, facilities, equipment and grounds in the same state of repair and condition as at the beginning of your holiday. Final cleaning is included in the price unless stated otherwise, however, you are expected to keep the reasonable state of cleanliness and in the same general order in which it was found. You will be responsible for any breakages, loss or damage to the

property. The property owner reserves the right to charge you for any extra cleaning and to claim compensation for damages.

SECURITY AND VALUABLES

GH Agency is not liable neither for any loss, ruined or damaged baggage or it's theft. Any valuables left at the property are left at your own risk. Neither the Agency nor the property owner is responsible for their loss. No refund can be given should you decide to vacate the property as a consequence of a burglary. Lost belongings or theft should be reported to the property owner and to the local police station.

Neither the Agency nor the property owner shall be responsible for the death of, or personal injury or illness of any member of a booking party, or of any other person at the property.

We shall not be liable for any loss or delay due to any cause beyond our reasonable control including though not limited to acts of God, explosion, tempest, fire or accidents, natural disasters, war or threat of war, civil disturbances, acts, restrictions, regulations, laws or measures of any kind on the part of the government or local authority, strikes, lock-outs or other industrial actions or disputes. Also, natural calamities and further other circumstances such as extraordinary weather conditions, death of the owner or similar, in which complete or partial compliance with the agreement cannot be demanded to reasonableness and fairness from us, we shall be entitled to treat the rent contract as discharged.

GH Agency cannot be held responsible for any damage or loss weather of the Guest nor of the property owner.

OBJECTION RESOLVING

If you have a problem whilst at your booked accommodation, please bring it to our attention, so that we have an opportunity to put it right at the time. Failure to alert us of any problem whilst you are in the accommodation will lead to a rejection of any later complaint. You are obliged to cooperate with the Agency and the property owner in

goodwill to renounce the source of the complaint. If possible, the Agency is obliged to offer alternative accommodation that fits the type of reserved one if the problem in question cannot be put right at the time. Only complaints that are dealt with during the stay and those whose cause of the problem could not be repaired will be considered valid. The maximum amount of refund can reach only the amount of paid deposit. It cannot span to already consumed services nor to the total costs. If an alternative solution that fits the paid service is refused at the spot, later claims will not be accepted nor answered. Amendment to the ideal reparations is not possible and later complaints are not accepted.

If the guest has a justified objection to the accommodation, he must report it to the Agency immediately upon noticing the deficiency. If the agency cannot eliminate the cause of the complaint or offer alternative accommodation, the agency and the guest can agree on a discount commensurate with the complaint's cause. Such agreement is possible only during the guest's stay, immediately after receiving the complaint. The agency will not honour subsequent requests for compensation after the guest has left.

The Agency cannot be held responsible for climate conditions, cleanliness, and the temperature of the sea, or crowds, as well as similar situations and events which can result in the dissatisfaction of guests and are not a direct result of the accommodation unit quality.

TOUR PAYMENT

For day tours we take full tour payment at the time of booking. For multi-day, self drive & group tours, a full payment is due 30 days in advance. In case the organizer has to postpone the booked excursion/experience, guests have the choice to receive the paid amount back or to accept an alternative date.

In case of a refund, your refund will be processed by the same payment method you used for your order. The return process can take up to a week.

CANCELLATION OF DAY TOURS

More than 24 hours notice - Full refund

Less than 24 hours' notice - No refund

For some excursions and activities, longer cancellation periods with full refunds apply - this is always stated in the description in the *Important Information* section.

CANCELLATIONS OF MULTI-DAY, SELF-DRIVE & GROUP TOURS

More than 14 days notice - 90% refund

Less than 14 days notice - 50% or more refund*

Less than 48 hours' notice - No refund

10% of the price of your multi-day, self-drive or group trip is non-refundable, this percentage reflects our cost of booking and preparing your trip.

* You will be refunded on the same credit card you paid with at least 50% of your total tour price if you cancel your tour with less than 14 days and more than 48 hours notice. The exact cancellation fee depends on our direct cost of canceling any arrangements made for your tours such as guides, meals and transport. We will do our best to keep these costs as low as possible and make sure that you have a minimum cancellation fee.

Cancellations with less than 48-hours' notice before trip departure get no refund. No refund will be given if tours are canceled with less than 48 hours notice since we will be charged for all costs such as guides, meals and transport.

RESOLVING OBJECTIONS/COMPLAINTS ABOUT THE IMPLEMENTATION OF EXCURSIONS, EXPERIENCES, ACTIVITIES AND TOURS

We hope you will be satisfied with the excursions and tours from our offer. We do our best to ensure that the descriptions are accurate and we only cooperate with verified organizers.

If you have complaints about excursions, experiences, activities and tours, please communicate the complaint directly to the service provider on the spot so that any shortcomings can be immediately removed at the time and place of service provision.

If you do not accept the offered on-site complaint solution that corresponds to the contracted service, GH Agency does not have to accept the subsequent complaint.

If the causes of the complaint are not removed during the reserved service, you can submit a complaint for the non-fulfilment or irregular and incomplete fulfilment of the services from the contracted excursion. The GH Agency will take into account only complaints with an explanation and evidence, within 8 days from the end of the excursion, in writing to the e-mail address: guruhosting.islandkrk@gmail.com.

GH Agency is obliged to respond to a properly received complaint within 15 working days in writing to the e-mail address of the guest who sent the complaint.

A proportionate reduction of the price per complaint can reach the amount of unused or deficient parts of the services. The Passenger cannot request a refund for the consumed part of the service.

The total compensation for damage caused by non-fulfilment, partial fulfilment or improper fulfilment of obligations is limited to the price of the excursion/tour/experience/activity.

This excludes the Passenger's right to compensation for ideal damages.

COMPETENCE OF COURT

The Guest and the Agency will aim to resolve all possible objections and if an agreement cannot be reached authority in charge is the court in Krk under the authority of the laws of the Republic of Croatia.