



Terms & Conditions

Introduction

Contessa Ltd., headquartered at Rova 23, 51511 Malinska, VAT ID: 040381573, OIB: 84585921286, and the travel agency Contessa, located at Kralja Tomislava 23, 51511 Malinska, Croatia (hereinafter referred to as the "Agency"), guarantees the authenticity of the visual and written data related to the characteristics of the accommodation units offered, available at www.contessa-villas.com, as well as the credibility of the conditions under which they are offered.

The term "villa," "apartment," or "holiday home" included in the name of the property does not denote the classification of the property.

The terms "villa," "apartment," and "holiday home" are used as part of the names and descriptions of the properties and are in no way associated with the classification mentioned above. The Agency provides services based on the published data, valid at the time of reservation confirmation, except in cases of unforeseen circumstances, illness, or death of the host or members of his family; extraordinary circumstances that cannot be foreseen or eliminated, such as natural disasters (earthquakes, floods, fires, droughts, etc.), wars, strikes, terrorist acts, and state restrictions (mobilization, travel bans, etc.).

Reservations for one or more accommodation units or services from the Agency's program create a legal relationship between the guest and the Agency and confirm acceptance of the General Terms and Conditions (hereinafter: Terms and Conditions). They form the basis for resolving any disputes between the Guest and the Agency. The Guest is advised to carefully read the terms and conditions before making any payment of the deposit or full payment for the service.

Reservation Request

You can easily make an inquiry through the reservation form on the agency's website. During the online application process, the Guest must provide all necessary information required in the reservation form. The same must be done when booking directly at the Agency's office or any other partner agency selling Agency services. If you are unable to find an accommodation unit that best suits your needs, feel free to contact the Agency staff for assistance. Inquiries can be made via email (info@contessa-villas.com) or by phone: +385 99 330 5563. Each request must contain specific information according to which the Agency can create an offer (reservation time, flexibility date, number of persons (children and adults), their age, preferred location, price limit, maximum distance from the sea, as well as any other special requirements). The Guest can also contact the Agency by phone, and the Agency staff will provide all necessary assistance and information. However, all requests and reservation details must be sent via email.

Protection of Personal Data

Guests voluntarily share their personal data. Personal data is necessary for the realization of the reservation and will be used for further internal communication between the Guest and the Agency. The Agency will not share the Guest's personal data with a third party, except to provide the requested services or orders from competent authorities.



Offers, Reservation Terms, and Payment Terms

Accommodation inquiries and reservations can be made via email, in written form, as well as through partner agencies selling Agency services. Upon the guest's request, the Agency sends all reservation details in the form of an offer via email. By confirming the reservation, the guest also confirms that they fully understand and accept the Terms and Conditions, which are binding for the Guest and the Agency. To confirm the reservation, the Guest must pay a deposit of 30 – 50% of the total reservation amount, depending on the accommodation unit. The amount of the deposit for the requested accommodation unit is stated in the offer sent by the Agency to the guest via email.

For all reservations, the deposit amount must be paid in euros to the following bank account:
Company: CONTESSA Ltd. Company address: Rova 23, 51511 Malinska, Croatia IBAN: HR5324020061500064595 SWIFT: ESBCHR22 Bank: ERSTE & STEIERMAERKISCHE BANK
Bank address: Jadranski trg 3A, 51000 Rijeka, Croatia All bank charges, as well as any other additional costs related to the payment process, are mandatory for the Guest.

The Guest is required to make the payment to the Agency's account within the reservation option period (2-3 days, depending on the season/part indicated in the offer). After paying the deposit, the guest is required to send a copy of the payment to the Agency via email: info@contessa-villas.com. The Agency usually receives the payment within 2-3 working days and must inform the Guest within 2 working days after receipt, as well as send a voucher with all reservation information.

The Guest is obliged to pay the remaining total amount in accordance with the Terms and Conditions for each of the accommodation units, as stated in the Agency's offer. Payment methods may include:

- Payment of the remaining total amount within the defined payment period stated in the Agency's offer. All payment terms for reservations will be clearly stated in the Agency's offer. For certain accommodation units, where the total amount is less than EUR 300, the Agency reserves the right to request payment of the entire amount of the reservation in advance, including the deposit. The Agency always carefully alerts to these cases. Regarding such situations, the standard payment procedure is for the remaining total amount to be paid 45 to 30 days before the guest's arrival. The period depends on the accommodation unit and the service provider's reservation policy (which will be stated in the Agency's offer and sent to the guest via email). The remaining total amount can be paid preferably VIA BANK TRANSFER to the Agency's account; the one used for deposit payment or by credit card.

Company: CONTESSA Ltd. Company address: ROVA 23, 51511 Malinska, Croatia IBAN: HR5324020061500064595 SWIFT: ESBCHR22 Bank: ERSTE & STEIERMAERKISCHE BANK
Bank address: Jadranski trg 3A, 51000 Rijeka, Croatia All bank charges, as well as any other additional costs related to the payment process, are mandatory for the Guest.

After the second payment (remaining total amount), the guest is required to send a copy of the payment confirmation via email to the Agency. The Agency will receive the payment within 2-3 working days. Upon receipt of the payment, the Agency will inform the Guest within two working days and send a new voucher. This voucher will contain information about the full payment of the reservation, in accordance with the mutual agreement.

For all reservations where only a partial payment has been made, and the remaining amount of the total price has not been paid within the agreed deadlines, the Agency reserves the right to cancel the guest's reservation.



The Agency uses the deposit payment as compensation for the cancellation and to cover any costs incurred.

If the number of persons arriving at the accommodation unit exceeds the number of persons stated on the voucher, the service provider has the right to refuse service to unannounced guests or is able to accommodate all guests and immediately charge for unexpected services.

The remaining total amount is paid upon arrival at the reserved accommodation: The guest, who pays the remaining total amount upon arrival at the accommodation unit, must do so immediately upon arrival and pay the amount in cash to the service provider, the service provider's representative, or the Agency's representative. If the guest refuses to pay the agreed amount upon arrival, the service provider is not obliged to allow the use of the accommodation unit.

If, upon arrival, the guest wishes to stay for fewer nights than previously agreed during the reservation process, the service provider is not obliged to accept this. In case the service provider refuses to agree to the new number of nights, and the guest refuses to pay the originally agreed total cost, the service provider can fully refuse the guest's stay. The guest must then immediately vacate the premises without the right to a refund of the previously paid deposit.

Reservation Confirmation

The Agency is obliged to provide all reservation details in a voucher (valid travel document) and send it to the guest via email as confirmation. The voucher contains information about the number of guests, guests' names, accommodation unit address, contact person, all reserved services, and booking terms. The voucher with the Agency's logo, sent via email, is a valid document without a signature and seal as it is a product of electronic communication.

Tourist Tax

According to the Croatian Law on Tourist Tax, the guest is obligated to pay in the same manner as for accommodation services. According to the Croatian Law on Tourist Tax, the tourist tax price ranges from 4.00 to 8.00 kuna per adult per day, depending on the destination and reservation time. Teenagers aged 12-18 years (excluding those already 18 years old) are entitled to a 50% discount, while children under 12 years old are exempt from payment. Tourist tax may be included in the price or paid separately, as stated in the offer. All information about the tourist tax is clearly stated in the reservation voucher.

Reservation Details and Price

Prices advertised on the Agency's website vary for each accommodation unit and are either displayed or available upon request as they depend on the length of the reservation, number of guests, and occupancy of the accommodation unit. Accommodation unit prices are expressed in euros. The equivalent value of paid services will be stated on the invoice in kunas. Advertised prices for private accommodation include: daily rental of the accommodation unit, bed linen, equipped kitchen with dishes and utensils (according to the accommodation unit), and costs of gas, water, and electricity. Each unit in the Agency's offer contains the following information on the website: Price includes, Obligation, and For our guests, we can arrange upon request, which are individual for each unit.



Additional services are listed in the accommodation facility and are not included in the rental price (such as catering services, boat rentals, etc.). The guest pays for them additionally and only if used. If

the Agency has a price list for these services, it will be displayed on the website. If the Agency does not have these prices, they are negotiated with the service provider. Most additional services must be paid directly to the service provider, but some of them can even be paid upon reservation confirmation. Although most 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 guest will be informed about all mandatory payments, exact prices of mandatory services, and possible cash deposits, as well as the payment method, upon receipt of the proforma invoice. The Agency reserves the right to change prices on its websites in case the service provider changes the accommodation unit prices and/or additional services. If the price of a particular accommodation unit changes after the guest has requested it and before paying the deposit, the Agency will immediately inform the guest of the change and send a new calculation if agreed. In case the price changes after paying the deposit, the Agency guarantees that the remaining amount will be paid according to the calculation based on the initial accommodation unit price. If the Agency or the service provider reduce the accommodation price after the guest confirms the reservation, the guest is not entitled to a new lower price. The contracting parties agree that the Agency has the right to increase prices before the start of the accommodation service in case the currency exchange rate has increased by more than 5%, or if other costs affecting the total price have increased, and about which the Agency did not know and could not know. The guest retains the right to cancel the reservation if the increase in the agreed price is higher than 10%. In that case, the guest can request a refund of the paid amount up to that point, but is not entitled to additional compensation. The refund will be transferred to the guest's bank account, and all possible bank charges will be covered by the Agency. The availability of accommodation may depend on additional services (such as pet care, extra beds, etc.), and since they may not always be available (e.g., boat rental, internet usage, etc.), the guest is obliged to specify all desired additional services when booking.

In some cases, the guest will need to pay a cash deposit directly to the service provider upon arrival at the accommodation unit. This deposit ensures that the guest will not cause damage to the accommodation unit or its contents. On the day of departure, the full deposit amount will be returned to the guest if no damage has occurred. The damage deposit is stated on the Agency's website for each of the accommodation units. On the day of arrival, the guest leaves the damage deposit to the deposit holder, the service provider's representative, or the Agency's representative. The guest will be refunded the full deposit amount on the day of departure or the authorization of their credit card will be canceled, but only after the service provider has previously determined that the guest has left the accommodation unit in the state it was taken. In case the amount for damage compensation is not sufficient to cover the damage costs, the guest is obliged to pay the full damage amount.

Categorization and Service Description

The offered accommodation units are classified according to the official categorization of the local tourist board and based on the actual condition of the advertised unit. Accommodation standards, food, and other services in different places and countries vary and are not suitable for comparison. The Agency is responsible and obligated only for the information published on it.



Note on Data Display

Information about accommodation units on www.contessa-villas.com may contain some accidental, grammatical, or typographical errors. All changes, additions, and text corrections are made continuously, and the Agency is not responsible for any direct, indirect, punitive, background, special, or any other possible damage that may arise from the use of data from www.contessa-villas.com.

Special Notes:

Services and Activities

a) Some of the services and activities within and around the vicinity of the accommodation units may only take place in certain parts of the year (e.g., Nightclubs are open only during the summer season), over which the Agency has no effect.

Numerical Values

a) All numerical values (area, distance...) are given with a tolerance of +/- 20%.

b) Distance measurement data refers to air distance unless otherwise stated. Fixed beds are primary beds in bedrooms, while extra beds refer to additional beds in the accommodation unit.

Service Notes (Equipment)

a) On request: general additional services are available, but need to be requested at the time of inquiry (e.g., freezer, hairdryer...).

b) Confirmation: every additional service must be necessary at the time of request due to its specificity, while its availability will be reported in response to the guest's inquiry (e.g., baby cot).

c) Shared services: This service exists and can be realized by prior agreement with all other guests of the same property (e.g., washing machine).

d) Negotiated services: All these services and the terms of their use are directly regulated by each guest with the service provider upon arrival at the accommodation unit (e.g., computer with internet access). The term "private beach" – A beach in Croatia cannot be privately owned as it is part of the maritime domain that cannot assume ownership. The term "private beach" means a beach that is lightly used by the public and is mostly visited only by guests of the unit immediately adjacent to the above-mentioned beach.

Agency's Obligations

The Agency is responsible for providing services and selecting service providers, while also ensuring the rights and interests of its clients in accordance with tourism customs. The Agency will fulfill all the above-stated and described obligations, except in exceptional circumstances beyond the Agency's control (see introductory note).

Guest's Obligations

The guest is obligated to:

- Provide all necessary information for defining the reservation;
- Possess valid travel documents;
- Comply with customs and currency regulations of the destination country;
- Respect the laws of the Republic of Croatia, as well as those of transit countries during travel. In case of inability to arrive at the destination due to violation of these regulations, all costs must be covered by the violator/guest;



- Respect house rules in accommodation units and cooperate kindly with service providers;
- Present the voucher (stating the exact number of persons and type of services) to the service provider upon arrival at the accommodation facility;
- Always check whether the destination country or any of the neighboring countries require a visa.
- The guest is invited to appropriately take care of the accommodation unit and its property and to respect the terms and conditions of the accommodation unit. The guest is obliged to leave the accommodation unit tidy and orderly after check-out; in case of infringement, a certain amount (50 – 200 euros, depending on the accommodation unit) will be charged from the damage deposit for additional cleaning service.
- In case of non-compliance with these obligations, the guest will pay all costs and be liable for any damages. By confirming the reservation, the guest agrees to pay for the service provider in case of any damage.

Cancellation and changes of reservation by the Guest

In the event of cancellation of the reservation by the Guest, the Guest is required to immediately notify the Agency in writing (by email: info@contessa-villas.com) or by phone. Cancellation is considered valid from the moment the written confirmation of the cancellation is received by the Agency.

In case of cancellation of the reservation, the Agency retains the following amounts paid by the Guest, which serve as compensation for the incurred costs, regardless of whether the reservation has been paid in full or not:

- For reservations canceled more than 42 days before the start of the service, the Agency retains 30% of the total reservation amount.
- For reservations canceled from 41 to 28 days before the start of the service, the Agency retains 50% of the total reservation amount.
- For reservations canceled from 27 to 14 days before the start of the service, the Agency retains 80% of the total reservation amount.
- For reservations canceled less than 14 days before the start of the service, the Agency retains 100% of the total reservation amount.

If the guest does not show up at the accommodation unit by 24:00 (midnight) on the day of the beginning of the service (reservation), and there was no notice of the delay or non-arrival at the Agency, the reservation is considered canceled, and the entire amount is retained.

The date of receipt of the written cancellation is the basis for calculating the compensation amount to be paid by the Guest to the Agency. If the Guest finds a replacement for the canceled reservation, and that replacement accepts the terms of the reservation, the Agency will charge only the actual costs caused by the replacement.

If the Guest wishes to change any detail of the confirmed reservation (change of arrival/departure date, number of persons, etc.), the Guest is obliged to notify the Agency by email or phone. The Agency will endeavor to meet the Guest's request but cannot guarantee that the requested change will be possible. In the event that the change is possible, the Agency may charge the Guest a fee for changing the reservation (change fee), which will be clearly stated in the Agency's offer.



Cancellation Insurance

If a guest anticipates that they may need to cancel the trip for any reason, the Agency recommends purchasing cancellation insurance. The insurance premium calculation is based on the value of the reservation and is calculated according to the insurer's price list.

Travel Insurance

Reservation prices do not include a "package" of travel insurance: insurance against accidents and illnesses during travel, 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 reservation confirmation, also accepts these Terms and Conditions. In case the guest requires additional insurance, it can be arranged directly with one of the insurance companies. Before taking over, we always recommend carefully reading all insurance terms.

Luggage

Airplane luggage transport is free for a certain weight defined by the airline. Any luggage exceeding the weight limit is additionally charged according to the airline's price list. Children, regardless of age, do not have the right to free luggage transport by air. When traveling by bus, the guest can bring 2 pieces of personal luggage. Passengers are responsible for their belongings while on the bus, as well as outside the bus station. Otherwise, passengers are responsible for stolen, lost, or damaged property left unattended.

Cancellation and changes to the reservation by the Agency

In case the Agency is forced to cancel the reservation due to unforeseen circumstances, illness, or death of the host or members of his family; extraordinary circumstances that cannot be foreseen or eliminated, such as natural disasters (earthquakes, floods, fires, droughts, etc.), wars, strikes, terrorist acts, and state restrictions (mobilization, travel bans, etc.), the Agency is obliged to inform the Guest of the cancellation immediately. The Agency will offer the Guest alternative accommodation of the same or higher category, if available, under the same conditions, and at the same price. If the Agency is unable to offer alternative accommodation or if the Guest refuses the alternative offer, the Agency will refund the full amount of the reservation to the Guest, except for the amount of the agency fee.

In case the agency is forced to cancel the reservation due to non-payment of the total reservation amount by the Guest in accordance with the Agency's offer, the Agency is not obliged to refund the amount of the deposit or any other amount paid by the Guest.

The Agency reserves the right to change the reservation details for the confirmed reservation in case of extraordinary circumstances, illness, or death of the host or members of his family, as well as for any other reason beyond the control of the Agency. If the Agency changes the reservation details, it will notify the Guest immediately and offer the Guest alternative accommodation of the same or higher category, if available, under the same conditions and at the same price. If the Agency is unable to offer alternative accommodation or if the Guest refuses the alternative offer, the Agency will refund the full amount of the reservation to the Guest, except for the amount of the agency fee.



Complaints

In case of complaints, the Guest is obliged to immediately notify the Agency. The Guest is required to cooperate with the Agency's representative and service provider in good faith to rectify the problem. If the complaint is justified and the problem cannot be rectified, the Agency will try to provide the Guest with alternative accommodation of the same or higher category, if available, under the same conditions and at the same price. If the Agency is unable to offer alternative accommodation or if the Guest refuses the alternative offer, the Agency will refund the amount paid by the Guest for the unused part of the service, in proportion to the part of the service that was not provided.

The Guest is obliged to submit a written complaint within 8 days of the end of the service. Complaints received after this deadline will not be considered.

Note:

All guests visiting the Republic of Croatia must be aware that **according to the Law on Construction, the Republic of Croatia allows external works during the period from January 1st to June 15th and from September 1st to December 31st.** Upon arrival at the accommodation unit, the guest is obligated to check everything together with the service provider. This is important for communicating inadequate service and informing the Agency of any possible deficiencies in writing. In that case, all issues will be resolved as soon as possible, within 2 working days at the latest.

PLEASE NOTE:

By confirming the reservation and making the deposit payment or the total amount, the guest accepts all the above-mentioned terms and conditions. These Terms and Conditions exclude all previous travel conditions.

Discounts

In the case of simultaneous offers, discounts cannot be combined. Discounts do not apply to "last-minute" offers.

Cooperation with Subagents

In cooperation with subagents, at their request (inquiry) for tourist services, Contessa Travel Agency will offer available capacities. Further communication between subagents and clients, final offers to clients, and terms and conditions of booking tourist services made by the client through the subagent are not the responsibility of Contessa Travel Agency.

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

In case of a client's complaint about deficiencies in transferred information about the tourist offer, the responsibility and damage lie solely with the subagent who is obliged to convey all accurate and reliable information relevant to the client's request. For all information essential for confirming the reservation but not mentioned in the presentation material and offer, the Contessa team will be available to provide all necessary information.



Court Jurisdiction

The Guest and the Agency will endeavor to resolve any disputes amicably. If an amicable settlement cannot be reached, the dispute will be brought before the competent court in Rijeka.

Entry and transmission of personal data

The input and transfer of personal data and credit card numbers are protected by the SSL protocol (with encryption level and SSL type) provided by the SSL certificate issued by (issuer's name). Authorization and credit card payments are processed in real-time via the WSPay system, which we have requested to fulfill our obligations; informing clients about data usage, giving clients the option to regularly use their data, including the option to choose whether their name will be removed from marketing campaign lists. All client data is closely guarded and accessible only to employees who need this data to perform their duties. All Contessa d.o.o. employees and business partners are obliged to respect the principles of privacy protection.

This Privacy Statement applies to the collection and processing of your personal data and the use of cookies on the website www.contessa-villas.com. By using these websites, you agree to the method of collecting and processing your data as well as storing and accessing cookies on your device. Contessa d.o.o. collects and processes your data with respect to user anonymity and privacy and uses and processes data solely for the purpose stated in these Terms.

Contessa d.o.o. reserves the right to change the Terms of Use at any time and will not be liable for any possible consequences arising from such changes. These changes will come into effect by being published on these websites.

The website www.contessa-villas.com protects your personal data from unauthorized access, use, or disclosure. Information about computer servers is stored in a controlled, secure environment protected from unauthorized access, use, or disclosure.

Final Provisions

These General Terms and Conditions are an integral part of the offer sent by the Agency to the Guest and are valid from the moment the Guest confirms the reservation and pays the deposit.

These General Terms and Conditions are subject to change without prior notice. The Guest is advised to carefully read the General Terms and Conditions before making any payment of the deposit or full payment for the service.