

## TERMS AND CONDITIONS

### 1. CONTENT OF OFFER

TRAVEL D.C. DALMATIAN, VI. Tina Rubeša, Ulica 42 br.30, 20 270 VELA LUKA , OIB: 11940955564, Tourist agency (in further text the agency) insures the accommodation service to the guest according to information available on site <https://traveldcdalmatian.com/>, and also in accordance with the period and details of the confirmed reservation, except in case of illness or death of the host or his closest family; and also the agency is not liable for force majeure conditions that cannot be anticipated or eliminated (natural disasters: earthquakes, floods, fires, droughts, wars, strikes, acts of terrorism and restrictions issued by the government: mobilization, ban to exit the country).

### 2. BOOKING AND PAYMENT

Inquiries and booking for accommodation are received electronically, by e-mail or in person at the agency's offices.

When booking, the guest confirms that he accepts the General Terms entirely. In other words, everything stated in the General Terms becomes legally binding both for the guest and the agency. The agency provides the guest with all the information relevant for the journey. When booking, the guest is required to give all the information necessary in the booking procedure.

To confirm the booking it is necessary to pay the advance depending on the payment method. The balance must be paid at least 30 days prior to the arrival date. The guest is informed about the payment methods while confirming the reservation.

### 3. RESIDENCE TAX

According to the Croatian Law on the Residence Tax, guest pays the Residence Tax when paying for their accommodation. The amount of Residence Tax is stated on your price quotation. The Residence Tax is defined by the law and it varies from 1 to 2€ per person per day for adults. Young people from the age of 12 to 18 have a 50% discount, while children under the age of 12 are exempt from paying. The final amount of the Residence Tax is determined by the destination in the Republic of Croatia and the travel period.

The residence tax is in most cases included in the accommodation price.

### 4. PRICE OF ACCOMMODATION UNIT

The price of accommodation includes the basic service that is published with all accommodation units. Additional services are not included in the price of the accommodation; therefore the guest pays for them separately. These services must be requested at the time of the booking.

The prices of the accommodation are in EUR.

The agency reserves the right to make changes to the stated prices (in case when the host changes prices of the accommodation or there are changes in the exchange rates). If the changes occur prior to the payment of the advance, the agency informs the guest about the price change. For customers who have paid an advance for their reservation, the agency guarantees the price of accommodation, stated in the price quotation according to which the advance was paid.

If more guests than are stated on the voucher arrive to the accommodation unit, the host has the right to deny the extra customers accommodation or to accommodate all of the customers where the capacity allows it at extra charge directly made to the host.

### 5. CATEGORIZATION AND SERVICE DESCRIPTION

Accommodation units are described in accordance to the official categorization of the authorized institution, and based on onsite assessment of the accommodation prior to being published.

Standards for accommodation and other services differ from country to country, and cannot be compared.

Information obtained at the point of sale does not oblige the agency in any way more than any information available on the Internet pages <https://traveldcdalmatian.com/comor> in the agency's printed material.

#### 6. AGENCY'S RIGHT TO CHANGES AND CANCELLATION

The agency reserves the right to change or cancel the booked accommodation if before or during holidays special conditions that cannot be avoided or eliminated occur (See Article 1). Booked accommodation can be substituted only with the permission of the guest and by an accommodation of the same or higher category and at the price confirmed during booking. Should the substitute accommodation be available only in an accommodation unit of same or higher category and should the price of the substitute accommodation be higher by 15% or more than the initially booked accommodation, the agency reserves the right to charge the price difference upon consulting the customer.

In cases where substitute accommodation for paid accommodation is not available, the agency reserves the right to cancel the reservation upon prior customer notification and guarantees the refund of the complete paid amount.

## 7. CUSTOMER'S RIGHT TO CHANGES AND CANCELLATION

Should the customer wish to change or cancel a reservation after the advance payment, this must be done in written form (email, mail, or fax). The change includes the change in the number of people or change of the arrival or departure dates at latest 90 days prior to the arrival date.

The change of the accommodation unit and every change within the 90 days prior to the start of the reservation and also during the use of the accommodation unit is considered the cancellation of the reservation.

Should a change to the reservation not be possible and should the customer cancel for this reason, the conditions for the cancellation of reservation listed below will be enforced.

The date of received written confirmation presents the ground for the cancellation costs as follows:

- Bookings canceled at least 60 days prior to guest arrival will receive a 100% refund

- Free cancellation within 24 hours of the reservation being made.

Return of funds to the card within 48 hours

Should the guest not arrive at the booked accommodation unit before midnight on the arrival date, and does not inform the agency, the reservation is considered to be cancelled, and therefore the cancellation costs will be charged as described above.

Should the real costs exceed the above stated costs, the agency reserves the right to charge the difference. Minimum administrative fee charged by the agency is 50 EUR.

Should the guest find a replacement for the cancelled reservation, the agency will only charge the real costs caused by the replacement.

## 8. AGENCY'S OBLIGATIONS

It is agency's obligation to take care of provided services, the choice of hosts, and customer's rights and interests according to accepted customs in tourism.

## 9. CUSTOMER'S OBLIGATIONS

The customer is required:

- to have valid travel documents,
- to obey customs regulations and currency exchange regulations of the Republic of Croatia,
- to obey house rules in accommodation units and to cooperate with the host with good intentions,
- to show the document about the paid service (voucher received by email) to the agency arrival,
- the guest is obligated to check if he needs a visa to enter the Republic of Croatia
- by confirming the reservation, the guest accepts to pay for all damages caused directly to the host.

Should the guest not follow the above listed obligations, the guest is liable for caused damage and must cover the expenses.

## 10. LUGGAGE

The agency is not responsible for destroyed, lost, damaged luggage, as well as for the theft of luggage or valuables in the accommodation unit (rental of a safety deposit box is recommended if available or the payment of the travel insurance that includes the luggage insurance). Lost luggage or stolen goods are reported to the host and the local police department.

## 11. COMPLAINTS

The guest is entitled to seek certain compensation if the paid service was not provided. The guest has to file a written complaint. Every customer - reservation holder, files a separate complaint.

Complaint procedure:

- The guest is required to complain to the service provider about the inadequate service immediately on the arrival day and to notify the agency by email, phone 00 385 20 814 001 or mobile: +385955438387 e mail: dea.caeli@gmail.com. Afterwards the agency sends the regional representative on the spot, while the guest is required to wait for him/her in the accommodation in question. Furthermore, the guest is required to cooperate with the agency's representatives and the service provider in good faith in order to rectify the problem. If the guest refuses to accept the solution that is in accordance with services paid for, the agency is not required to accept any further complaints referring to this service (if there is an appropriate alternative in the same accommodation building, the guest is required to accept it). The agency does not accept claims related to elements that are not part of the accommodation (construction work on roads, state of the beach and buildings in the immediate vicinity,...).
- If the problem is not rectified even after on the spot intervention by a representative, the representative will put down in writing a record of the complaint in two copies, one for the agency and the other for the guest. In such cases, the guest is required to send a written complaint along with the representative's record, other relevant documents and photographs that prove reasons for the complaint to the agency by email, within 8 days upon returning from holiday. As an organizer of the travel the agency will take into consideration only properly filed complaints received within 8 days.
- If the guest does not make a complaint on the spot, he/she does not have a right to be refunded.
- The agency is obliged to make a written decision to the complaint within 14 days upon receipt of the complaint. Should the agency need more time to collect information and verify the complaint with the host, it can prolong the response time by a maximum of 14 days. The agency is obliged to inform the guest – reservation holder about it in the written form. The agency will take into consideration only those complaints that could not be solved on the spot.
- Until the agency presents its solution, the guest refrains from mediation by any other party, arbitration by the Association of Croatian Travel Agencies, or from taking the matter to court, and from informing the press.

The maximum compensation per complaint can amount to the cost of the part of the service(s) in the complaint. It cannot amount to the total paid to the agency and cannot include services already provided. With this the guest's right to an ideal compensation of damages has been excluded. The agency is not responsible for the weather conditions, the cleanliness and temperature of the sea of destinations visited as well as all other similar situations and events not directly related to the quality of the reserved accommodation unit that can result in the dissatisfaction of the guest.

## 12. COURT JURISDICTION

The Traveller and the Agency shall try to resolve any potential dispute arising from this Agreement consensually. If this is not possible, the governing law of any dispute shall be Croatian law with jurisdiction of the Court in Korčula.

## 13. GENERAL TERMS

Upon payment of the advance or the total amount, the customer accepts the General Terms and Conditions in their entirety.

## 14. NOTE

Different types of discounts may not be combined. Additional discounts for last-minute offers do not apply.