

Legal notice:

KlickAndBook travel agency by Click and book

Agency ID: HR-AB-52-080916213

Piantade 41, 52440 Porec

OIB 59351144974

Tax number: HR59351144974

Phone: +385 98 1844 015

1 – Agreement between Client and KlickAndBook

KlickAndBook is provided to you for the purpose of searching, selecting and making a reservation for a property rental listed in our portfolio of luxury and character properties.

This web site and our booking service is made available to you conditioned upon your acceptance of the terms set forth below. By accessing or using the KlickAndBook web site and by renting a property with us, you agree to be bound by these Terms and Conditions. These Terms and Conditions apply equally to the Group Leader and to all the persons named in the Booking Form (Client or Occupant).

2 – KlickAndBook Service

KlickAndBook provides a web site and a service to book property rentals in the selected destinations offered on the web site.

You are fully responsible for the purchase and the organization of your transportation to the rental property. You are also fully responsible to check and comply with local regulations regarding passport and visas as well as health requirements. Please contact your local office for foreign travel and passports to enquire about passport, visa and health requirements for the country in which the property is situated.

It is a condition of booking that you take out adequate travel insurance. As a minimum this should include cover for third party liability, vacation rental and medical repatriation. Your electronic validation of the booking form will be treated as confirmation that every member of your party has such insurance.

3 – Bookings

You can book online once availability has been confirmed to us by the owner and the booking form has been issued to you. We will confirm your reservation upon payment of the guarantee deposit and acceptance by you of the present Terms and Conditions, the Rental Conditions, the Reservation Conditions and the Cancellation Conditions .

4 - Payments and instructions

Look for accommodation on our website via Villa menu, through our Villas guide. When you find the most suitable accommodation, check availability by selection of available period at calendar of selected Villa.

To proceed with reservation, click BOOK NOW.

Once you check all booking details, please proceed by entering all personal contact information (full name, country, telephone, e-mail, number of adults)

To secure your reservation we require 30% down payment.

Accepted Payment Method for 30% down payment:

Credit card payment: Master Card, Visa, Maestro (with booking)

Bank transfers (with booking)

Pay Pal (with booking)

Accepted Payment Methods for 70% remaining payment:

Credit card payment: Master Card, Visa, Maestro (30 days before arrival)

Bank transfers (30 days before arrival)

Pay Pal (30 days before arrival)

With selection of bank transfer as payment method for 30% down payment, you will receive an email with all detailed instructions how to proceed.

After receiving payment details, you are required to make payment within next few days, otherwise the reservation will not be confirmed.

All prices include VAT and tourist tax for all members of your group.

Security of Online Payments

All payments will be effected in Croatian currency EUR. The amount your credit card account will be charged for price 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 in our web site.

Once we've received your payment, you will receive an email confirmation (voucher).

5 - Cancellation

Should you need to cancel your booking after confirmation, you must immediately advise us in writing to info@klickandbook.com.

Your notice of cancellation will only be effective when it is received in writing by us at our offices. Cancellation fees may apply. The cancellation fees and no show fees are displayed as a percentage of the booking price in the Cancellation Conditions.

Although it is unlikely that we will have to make any changes to confirmed arrangements, it could occasionally happen, and we will advise you at the earliest possible date. If for any reason beyond our control we are unable to provide you with the property you have booked, we reserve the right to

transfer to a similar or better property. However, if this is not possible or you do not wish to be transferred, we will cancel the booking and refund the amount paid to us for the property, but we will not be liable for any cancellation charges for travel arrangements.

Cancellation conditions:

COVID-19 cancellation policy

If no cancellation, notice periods and costs are listed in the offers and terms and conditions of the owners or agencies, or are not otherwise mentioned explicitly, then the following apply:

The cancellation conditions are as follows:

For cancellations before 60 days prior to arrival, we don't charge anything for reservation and deposit payment is fully refundable.

The money will be returned to the bank account or credit card from which the reservation was made and paid, and the money will be returned no later than 15 days after the cancellation of the reservation.

For cancellations between 59 and 35 days prior to arrival, we charge 10% of the total price of the reservation.

For cancellations between 34 and 28 days prior to arrival, we charge 30% of the total price of the reservation.

For cancellations between 27 and 21 days prior to arrival, we charge 45% of the total price of the reservation.

For cancellations between 20 and 1 days prior to arrival, we charge 70% of the total price of the reservation.

If the traveller does not arrive at the destination or if he cancels the accommodation service after it has started, we will charge the full price of the reservation.

COVID-19 conditional cancellations (valid until the end of September 2023)

In the event that you book accommodation for a certain period in the course of 2023, you can transfer the period of use of the accommodation to another free period in the villa in question until December 31, 2024 in the following situations:

Closure of borders - the Republic of Croatia or the country of your residence or stay;

The right to cancel or transfer the period of use of the property is not recognized in other situations such as:

Cancellation of the flight or other means of transport

Self-isolation / illness / exposure to SARS-CoV-2 virus

Recommendations from the country of your residence or of your stay if you are not going to travel, i.e. without an express prohibition

Rejection of annual leave by the employer

Employer's travel bans.

6 - Damage deposit

All villas require a deposit in case of damage, which is payable upon your arrival at the selected villa.

7 – Villa Description and KlickAndBook Liability

The photos on KlickAndBook website are intended to give a general overall impression of the standard of the villas and hotels we feature. Some aspects of the property may have changed by the time you come to make your booking, for example, items of furniture may have been removed by the owner. We cannot accept any liability if this situation should arise.

We promise to use reasonable skill and care in making your booking and selecting the property owners and hotels we work with. We have no responsibility for the properties themselves or for any services provided by property owners or other suppliers or for the acts or omissions of any property owner or other supplier or any of their employees, agents, suppliers or subcontractors.

We act only as an agent for the property supplier or other supplier concerned. Your contract for your accommodation is directly with the property supplier concerned. We accept no liability in relation to the accommodation itself or for the acts or omissions of the property or hotel concerned or any of its employees, agents, suppliers or subcontractors.

KlickAndBook and villa owners shall not accept responsibility for losses to guests for any claims, including but not limited to:

1. Responsibility for personal body injury, death, accident, lost, stolen or damaged property, loss of mental or physical enjoyment, delay or inconvenience

2. Any delays of changes in schedule, itineraries, incurred by any person arising out of any willful or negligent or omission of any carrier, hotel, airline, villa, ground operator or other person who does not render any services or accommodations.

3. The act or omissions of any party

4. Monetary crisis, labor problems, economic changes, mechanical maintenance or construction difficulties or noise, climatic aberrations, local laws, novel or unexpected conditions;

5. Absence of travel documents, passports, visa and health certificates, where required.

6. Additional expenses due to delay or changes in air or other services, missed carrier connections, substitute accommodation or of common carrier equipment, termination of service, change in fare and rates, cancellation or double booking reservations or tickets, sickness, strike, war, quarantine, pilferage, monetary crisis, political or social unrest, disease, acts of gods or any events beyond our control.

KlickAndBook is not responsible for damages such as (but not limited to) motorcycle, scooter, and other vehicle rentals, horse-back riding, golfing, pool swimming, falls from pool decks, wet tiles and or stairs along with any sliding glass door injuries. Therefore, each guest agrees he/she is voluntary participating in any and all activities, risks, and use of the accommodations, and hereby assumes all

risk of injury, illness, damage or loss to person and property that might result, including, without limitation, any loss or theft of personal property.

8 – Behavior

We expect all clients to have consideration for other people. Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and other weapons are all strictly prohibited.

If in our reasonable opinion or in the reasonable opinion of the owner or property manager, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the stay of the person(s) concerned.

The client is responsible for the behaviour of the guests staying at the property, as well as visitors to the property during the rental period. Should any guest(s) or visitor(s) not behave in a suitable manner, KlickAndBook, the owner or owner's representative may, in their absolute discretion, require the client, their party and/or visitor(s) to leave the premises and/or vacate the property immediately, without compensation or refund.

Smoking is generally prohibited unless stated otherwise in the booking confirmation or reservation voucher. Pets are not allowed unless stated otherwise in the booking confirmation or reservation voucher.

9 – Occupancy

We and/or the owner/other supplier of the property concerned reserve the right to terminate your stay without notice if we or the owner/other supplier discover that the number of persons staying at the property exceeds the number stated on your confirmation email and you have not gained our or the owner's/supplier's prior written permission for this and/or paid any extra associated costs. In this situation, no refunds will be made and we will have no further responsibility to you.

10 – Events

All bookings are assumed to be for normal holiday purposes only, and the client agrees that the use of the property will be limited to this purpose unless otherwise confirmed in writing.

If you are planning to hold an event, such as a wedding or party, which involves having a larger number of people at the property, or if you are planning to use the property for a purpose other than holiday, please communicate this to KlickAndBook at the time of booking, as special approval or arrangements may be required. Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed and confirmed in writing prior to confirming the reservation.

11 – Swimming pools and Wellness Areas

Swimming pools by their very nature carry their own inherent risks. You must ensure that you and all members of your party take great care when using or being near any swimming pool(s) at the property where you are staying. You should for example make sure you and all members of your party are aware of the depth(s) and layout of the pool prior to use and that all persons walk rather than run around or near the pool. Children must be supervised at all times by a responsible adult.

At all times, you and your guests are to consider your own safety and the safety of others when using the wellness area. Use of the wellness area is at your and your guests own risk. Facilities are to be used for the designed purpose and in compliance with the instructions given by the staff of the property or the owner. Without prejudice to the generality of the above, the following things are strictly prohibited in the wellness areas :

- running;

- diving or jumping into the swimming pool or Jacuzzi;

- drinking of any alcohol or using the wellness area when under the influence of alcohol or drugs;

- leaving children unsupervised in the wellness area.

The direct, visual and active supervision of children present in a wellness area or by a swimming pool by an adult is essential and under your sole responsibility. The swimming pool, Jacuzzi etc located in the property do not always comprise an alarm system, safety nets or other safety measures designed to prevent the risk of drowning. To ensure the safety of children, the following precautions must be taken, in particular:

- never leave young children alone near the swimming pool or Jacuzzi;

- never leave a child alone in the water, even if they know to swim, or in a Hamman, steam room, sauna etc. They must always be under the supervision of an adult capable of saving them in the event of an accident;

- never leave toys or other items floating on the water; they may encourage children to approach the water; and

- always fit inflatable armbands of floating costumes on young children.

If you fail to comply with the rules and security precautions set out in these Conditions, the staff of the property or the owner shall be entitled to prohibit the use of the wellness area or the swimming pool for the duration of your stay.

12 – Animals

Animals are allowed in the properties which have in description “pets allowed”. It should also be noted that in a number of our properties animals are prohibited altogether. An increased damage deposit and one off cleaning charge will be required as part of this consent. If during the stay, damage is caused by the animal we reserve the right to ban the animal from the property.

13 – Guest Reviews

KlickAndBook is allowing clients to post reviews of their stay in a property. We may collect and display reviews, comments and other material from guests after they have completed their rental period purchased via KlickAndBook.

You disclaim any proprietary rights you may have in such guest review, and your review(s) may be freely used, copied, distributed and made available in any medium and in any form by KlickAndBook or its affiliates without your permission.

KlickAndBook does not edit guest reviews submitted and to the fullest extent permitted by law will not be in any way responsible or liable for such reviews or their subsequent posting, use or distribution.

In addition, KlickAndBook does not verify, endorse or approve the views or comments expressed in any reviews which are the personal views of the individuals submitting them. Any decisions made on the basis of reviews or comments appearing on the service are taken at your own risk.

KlickAndBook reserves the right for any reason in its sole discretion to refuse to post or remove (without notice) any reviews. Amongst other things, this includes situations where KlickAndBook receives a third party complaint and/or has reason to believe that there has been a breach of these terms and conditions.

If you have a complaint about any reviews, comments or material posted on this website you should put such complaint in writing to info@klickandbook.com

14 – Complaint policy

These General terms and conditions are made in Croatian language and are translated into English and German language by an authorised court interpreter. In case of a doubt regarding the interpretation of particular terms in the translated version of these General conditions the original version in Croatian language shall be binding.

The contracting parties shall try to settle all possible disputes in an agreement. In case of any dispute the parties agree the competence of the competent Court in Pazin and the application of the Croatian law.

Consumer complaint notification notice

In accordance with Art. 8, paragraph 2 of the Consumer Protection Act) shall be informed by consumers that the objection to the quality of our services may submit in writing to the address:

Click and Book j.d.o.o.

Pinatade 41, 52440 Poreč

or on E-mail address: info@klickandbook.com

We will give the answer to your complaint in writing at the latest 15 days from the date of receipt complaints.

Consumer:

Name and surname:

Answer delivery address:

Booking Terms and Instructions:

Look for accommodation on our website via Villa menu, through our Villas guide. When you find the most suitable accommodation, check availability by selection of available period at calendar of selected Villa.

To proceed with reservation, click BOOK NOW.

Once you check all booking details, please proceed by entering all personal contact information (full name, country, telephone, e-mail, number of adults)

To secure your reservation we require 30% down payment.

For reservations that were made 28 or more days before the beginning of the rental period, the following

conditions shall apply:

The advance payment of 30% of the total agreed accommodation price is due for payment IMMEDIATELY if the payment method with credit card or Pay Pal is selected. If the payment via bank transfer is selected, the advance payment has to be received by KLICK & BOOK within 3 (three) days; The rest of 70% of the total agreed accommodation price is due for payment no later than 28 (twenty eight)

days before the beginning of the rental period if the payment is made by credit cards, bank transfer or

Pay Pal. If the payment in cash is selected (in villas where this is permitted; in case there is such a possibility, it is offered during the booking process) the rest of 70% is due for payment immediately after

the guest's arrival, and the guest is obligated to pay the rest immediately directly to the owner/ villa host.

There is no possibility to pay electronically (cards/Pay Pal) in the villa.

Accepted Payment Method for 30% down payment:

Credit card payment: Master Card, Visa, Maestro (with booking)

Bank transfers (with booking)

Pay Pal (with booking)

Accepted Payment Methods for 70% remaining payment:

Credit card payment: Master Card, Visa, Maestro (30 days before arrival)

Bank transfers (30 days before arrival)

Pay Pal (30 days before arrival)

With selection of bank transfer as payment method for 30% down payment, you will receive an email with all detailed instructions how to proceed.

After receiving payment details, you are required to make payment within next few days, otherwise the reservation will not be confirmed.

All prices include VAT and tourist tax for all members of your group.

Security of Online Payments

While conducting payments on our web shop you are using WSPay – an advanced system for secure acceptance of credit cards on the Internet.

WSPay ensures complete privacy of your credit card data from the moment you type them into the WSPay payment form. Data required for billing is forwarded encrypted from your web browser to the bank that issued your payment card. Our store never comes into contact with your sensitive payment card data. Similarly, WSPay operators cannot access your complete cardholder data. An isolated system core independently transmits and manages sensitive data while at the same time keeping it completely safe.

The form for entering payment data is secured by an SSL transmission cipher of the greatest reliability. All stored data is additionally protected by hi-grade encryption, using hardware devices certified by FIPS 140 2 Level 3 standard. WSPay fulfills all of the requirements for safe online payment prescribed by the leading credit card brands, operating in compliance to the PCI DSS Level 1 standard – the highest security standard of the payment card industry. Payments made by cards enrolled with the 3-D Secure program are further authenticated by the issuing bank, confirming your identity through the use of a token or a password.

All information collected by WSPay is considered a banking secret and treated accordingly. The information is used exclusively for the purposes for which they were intended. Your sensitive data is fully

secure and its privacy is guaranteed by the state of the art safeguard mechanisms. We collect only the data necessary for performing the work in accordance with the demanding prescribed procedures for online payment.

Security controls and operating procedures applied within the WSPay infrastructure not only ensure current reliability of WSPay but permanently maintain and enhance the security levels of protecting your credit card information by maintaining strict access controls, regular security and in-depth

system checks for preventing network vulnerabilities.

All payments will be effected in Croatian currency. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Croatian kuna according to the current exchange rate of the Croatian National bank. 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 in our web site.

Once we've received your payment, you will receive an email confirmation (voucher)