



## **VILLSY AGENCY TERMS & CONDITIONS**

Villsy.com (hereinafter: Villsy) is owned by travel agency VILLSY d.o.o., Kastavska 18, 52000 Pazin, Registration number:130093085, specialised for agency activities in renting of private villas with swimming-pools.

Except where otherwise specified, we Villsy d.o.o. act only as an agent in respect of all bookings we take and/or make on your behalf. The rental contract which you enter into with Villsy as an agent, you as a lessee (hereinafter: guest) actually conclude with the villa-vacation house owner (hereinafter: Villa) as a lessor (hereinafter: supplier). Villsy acts exclusively as an agent and it shall be liable only as an agent.

By paying an advance for the reservation of the selected villa in the demanded period you unconditionally accept these General conditions which shall be published on the web page of Villsy which come into force on the day of publishing. All the annexes to the rental contract shall be valid only if made in a written form.

After Villsy receives the payment of the reservation payment, it shall send a written villa reservation confirmation to the guest (hereinafter: confirmation), which shall contain a precise villa location and all necessary contact information. A written reservation confirmation with these General Conditions makes a Rental contract between the guest as a lessee and owner as a lessor.

The guest must be at least 18 years old on the villa reservation day.

By making a booking, the first named person on the booking (“the party leader”) agrees on behalf of all persons detailed on the booking that:

He/she has read these terms and conditions and agree to be bound by them; He/she consents to our use of your information in accordance with our Privacy Policy; and He/she is over 18 years of age and where placing an order for services with age restrictions you declare that he/she and all members of your party are of the appropriate age to purchase those services.

### **1. MAKING A BOOKING AND PAYMENT**

You may make a booking over the telephone, via our website [www.villsy.com](http://www.villsy.com) or by e-mailing us at [bookings@villsy.com](mailto:bookings@villsy.com). In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if booking within 60 days of departure). Deposits generally tend to be 30% of the total cost of your booking, however this may vary depending on the supplier and we will confirm the exact amount at the time of booking. In certain circumstances, we can hold your booking for 24 hours whilst payment is arranged, however this is not a confirmed booking. If no payment is received within 4 days of making your booking, your booking will automatically lapse without notice to you.

Your booking is confirmed and a contract between you and the supplier will exist when we have received payment of your deposit (or full balance if booking within 10 weeks of travel) and we send you confirmation by email on the supplier’s behalf.

Please note all correspondence, will be sent to you by email only. Please ensure you provide us with an email address that is active and checked regularly and which shall remain active until after your return. We recommend that all customers check their ‘junk’ email folder to ensure none of our emails have incorrectly been sent there. It is your responsibility to tell us if you haven’t received your confirmation from us following payment of the deposit (full balance if travelling within 60 days).

Please check your confirmation and other documents carefully and report any incorrect or incomplete information to us immediately. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. Please make a note in your diary to send the final balance to us by the date due. A reminder invoice will be sent. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in this terms and a EUR 50 administration fee shall be charged by Villsy.

If booking within 60 days of arrival, the full cost of the villa must be paid at the time of booking. The party leader is responsible for making all payments due to us.

Payment can be made by bank transfer or online. Bank transfer payments can be made in EUROS. Please ensure your payment is sufficient to cover the cost of the arrangements after deduction of any applicable bank charges. Where you choose to pay by bank transfer, your booking will remain on hold and will not be confirmed until such payment is received. If no such payment is received within 4 days the booking will automatically lapse without notice to you.

## **2. PRICES AND PAYMENTS**

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.

Villsy reserves the right to withdraw special offers at any time entirely at its own discretion without notice.

All the prices are stated in Euro per villa per week. All the payments are made in Euro.

The reservation is binding, and an advance payment in the amount of 30% of the agreed accommodation price is required at the reservation, after which the reservation is confirmed, the contract with the owner is concluded and the General contracting terms which make a constituent part of the villa rental contract are accepted. After the completion of the reservation process and payment VILLSY shall send a written reservation confirmation by email, which contains all the necessary information about the accommodation and along with these General contracting terms it represents a Rental contract concluded with the owner with the mediation of the agency VILLSY. The rental contract is considered concluded at the moment when VILLSY receives the paid advance amount. In case that the payment is not made within 4 (four) days from the reservation day, the Rental contract is deemed terminated, and VILLSY is authorised to conclude a new Rental contract with another guest, without a special notice to the guest.

The costs of water, gas, electric power and internet as well as bed-linen, towels, kitchen towels, final cleaning of the interior, maintenance of the swimming-pool and exterior, registration of stay and residential tax and the value added tax are included in the accommodation price.

The permitted payment methods for the advance payment are: credit cards, pay pal and bank transfer. All payments are to be made in EUR and there is a possibility of exchange rate differences for other currencies. VILLSY cannot be responsible for the exchange rate differences or fees of other bank institutions. For the rest payment (70% of the agreed accommodation price) all payment methods like for the advance payment are possible. The payment by credit cards, pay pal and bank transfer has to be made no later than 60 days before the arrival to the villa so that VILLSY has enough time for forwarding the payment to the owner.

We recommend to contract an insurance policy for the case of a reservation cancellation from the clause 6 of these conditions to contract an own travel insurance which covers the travel cancellation risk.

### **Reservations which were made 30 days and less before the beginning of the rental period**

a) The total rental amount is due IMMEDIATELY for payment by credit cards, bank transfers and pay pal. It is not possible to select a bank transfer as a payment method if the arrival date is less than 15 days at the moment of making of reservation.

b) In case that the guest selects the payment of a part of the agreed accommodation price in cash (in villas in which that possibility is permitted, which is marked on the web page villsy.com) the advance payment in the amount of 30% from the total agreed accommodation price is due IMMEDIATELY for payment, and the rest of 70% is due for payment immediately after the guest's arrival, and the guest is obliged to pay immediately the rest directly to the owner. There is no possibility to pay electronically (cards/pay pal) in the villa.

### **Non-observance of the payment due dates**

The guest is obliged to make payments within the period and in a way described in this clause of the General Conditions. If the guest does not obey the payment due dates, such behaviour is considered a severe breach of contract obligations and the Rental Contract is considered terminated without the notice period, and Villsy is not obliged to inform the guest about it. Villsy shall, although it is not obliged, but in accordance with its business policy of a special appreciation of its guests, send the guest a notice as a reminder of the payment obligation with an appropriate fulfilment period. At the occasion of the contract termination all the payments made to Villsy shall not be returned.

## **3. VISA, PASSPORT AND HEALTH REQUIREMENTS**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. Requirements may change and you are therefore strongly recommended to check the up to date position with

the supplier of the arrangements, Passport Office, appropriate embassy or consulate or your doctor as applicable in good time before departure.

#### **4. CHANGES AND CANCELLATIONS BY YOU**

If you wish to cancel, or amend your booking you may do so either by e-mailing us. All cancellations will take effect from the date received by Villsy. If notification is received outside our normal working hours (Monday to Friday between 9am and 5pm), then it will take effect from the next working day. In all cases a cancellation will only be accepted from the party leader. Proof of posting is not proof of receipt; therefore you are advised to also confirm all changes by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met by the supplier.

Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier will charge cancellation or amendment charges in accordance with their booking conditions, and we have outlined their table of charges below. The correct charges will be notified to you at the time of your cancellation or amendments.

The charges may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure.

Generally suppliers charge the following cancellation charges, however we must stress that these are a guide only and cancellation charges may differ from those shown here depending the supplier. The exact cancellation charges will be notified to you by the supplier at the time of cancellation and/or can be found on the relevant page on our website.

Date by which notification is received:	Charge:
4 hours from reservation	Full refund
More than 60 days prior to villa arrival:	30% of total cost
60-43 days prior to villa arrival:	50% of total cost
42-29 days prior to villa arrival:	65% of total cost
28-15 days prior to villa arrival:	90% of total cost
Less than 14 days prior to villa arrival:	100% of total cost

Cancellation charges are calculated as a percentage of the total villa cost. Any booking fees or credit card charges are non-refundable. Cancellation charges exclude amendment charges which are non-refundable in the event of your cancellation. Depending on the reason for your cancellation, you may be able to re-claim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Please note that in the event you wish to cancel your confirmed booking, no refunds will be given in any circumstances. All payments, including deposit and balance payments you make to us are non-refundable in any instance. This policy directly reflects the Owners' individual policies, and you should therefore take out suitable travel insurance to cover the risks that may lead to such an eventuality.

#### **5. INSURANCE**

You are strongly recommended to take out personal travel insurance for all members of your party. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

#### **6. SPECIAL REQUESTS**

If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

#### **7. CHANGES AND CANCELLATIONS BY THE SUPPLIER**

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

In the event the booking is cancelled by the Owner of the property and no alternative can be offered, a full refund of all monies paid by you as at the date of cancellation will be made by the Owner. This policy directly reflects the Owners' individual policies. Villsy cannot be held liable for any additional costs incurred by the Client (such as travel). Villsy recommends that the Client takes out holiday insurance to ensure against any losses incurred by an owner cancellation.

#### **8. COMPLAINTS**

If the guest at takeover of the villa notices an insufficient cleaning, damage or other irregularities in the villa, or has complaints of other type, he/she shall file a complaint no later than within 24 hours. The complaints regarding cleaning are filed immediately. The complaint is filed directly to the owner or his/her authorized representative. If the complaint is not settled in a satisfactory way for the guest, the guest shall contact directly VILLSY by phone or email in order to settle the claim in a satisfactory way.

Written complaints are delivered to the email address: [info@villsy.com](mailto:info@villsy.com).

It is an obligation of the guest to try to avoid the damage occurrence or its expansion and to contribute the effort to minimize any loss for the owner.

In case of filing of any complaints the guest is obliged to give an appropriate term to the owner to settle the complaint.

VILLSY has checked the object condition at the contract conclusion with the owner, and it is not liable for possible additional deviations from the provided information mentioned on the web page.

The guest's departure from the villa before the end of the foreseen rent and without the previous notice and agreement with VILLSY shall be at risk and costs of the guest, and VILLSY has no liability. If the

guest does not leave an appropriate term to the object owner for the removal of irregularities related to the damage repair or move to another villa he/she loses right to them, and in that case he/she cannot terminate the concluded Rental Contract.

The owner is exclusively liable to the guest for a possible direct property damage. Neither VILLSY nor the owner can be considered liable for any form of a non-material damage in the form of a breach of personality right..

## **9. OUR RESPONSIBILITY FOR YOUR BOOKING**

Neither VILLSY (as agent for the property owner) nor the property owner shall not be responsible for the death of, or personal injury of any member of a booking party, or of any other person at the property unless this results from the proven negligence of the owner, VILLSY or our employees.

We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws or measures of any kind on the part of the government or local authority, strikes, lock-outs or other industrial actions or disputes or adverse weather conditions. In any case we shall be entitled to treat the contract as discharged.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtrations systems, nor for the failure of public utilities such as water, gas and electricity.

Neither VILLSY nor the owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control. In the event that a source of noise has been in existence prior to your booking and we are informed of this, we will contact you to inform you of the disturbance.

We cannot accept responsibility for events out of our control e.g. bad weather including events arising as a result of very hot or unusual weather, delays caused by carrier companies, breakdown of domestic equipment.

## **10. DOCUMENTATION & INFORMATION**

All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question and are intended to present a general idea of the arrangements provided. Not all details of the relevant arrangements can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us, providing details of the additional information needed.

The party leader is responsible for the parties taking with them correct travel documentation (passports and visas, driving licences, vehicle registration, green card, motor insurance etc).

## **11. OTHER DESTINATIONS AND SERVICES**

These terms and conditions also apply to a property located in any other country and booked through Villsy and any other services you book with Villsy, including tours and excursions.

## **12. WEBSITE LINKS**

From time to time we may establish links from the Villsy website to other sites which we feel would be of interest to customers planning a villa holiday. Villsy would like to make it clear that we are not responsible for the actions or content of these websites. It is your responsibility to check the status of these sites.

## **13. GENERAL INFORMATION**

Please note that the following information is provided as a general guide only, to give you an idea of the expectations and standards of arrangements. This information and specific details will vary between villas and suppliers, and accurate information shall be provided to you by the supplier of the villa after booking.

### **13.1. ARRIVAL AND DEPARTURE**

Guests are generally expected to arrive between 4.00pm and 7.00pm Croatian time and to depart by 09:00am-10.00am. There may be slight variations to these times +/- one hour – you will be advised of the correct arrival/ departure times for your property on your travel documentation. If your arrival is outside these times to the supplier may impose an out of office hours charge for someone to meet you at the property. If you arrive after 10.00pm you may not be able to access the property until the following day. Villsy will not be held responsible for any problems arising as a result of the party or members of the party travelling with incorrect documentation.

Details of who to meet at the property are given on the directions sheet issued to you on behalf of the supplier once we have received full payment for the property.

### **13.2. SECURITY DEPOSIT**

All suppliers will require a security deposit to cover the cost of any damages or breakages. The deposit will be collected by the supplier on your arrival at the property and is usually €200 -€700 per property. For telephone use, internet access or other services a higher deposit may be required to cover eventual bills. You will be advised of this at the time of booking or if you decide on arrival that you wish to use additional services the higher deposit will be confirmed to you in resort by the supplier. Please ensure you have this amount of money ready when you arrive otherwise entry into the property may be delayed until the deposit is produced.

The deposit is usually refunded to you by the supplier at the end of your stay subject to an inspection of the property for damage. In some instances there may be delays of up to 8 weeks in returning the deposit due to the supplier awaiting utility bills or proof of damage. It is the supplier's obligation to refund you the security deposit, and Villsy accepts no responsibility.

### **13.3. WHAT IS INCLUDED IN THE PRICE**

Generally, the properties are let by suppliers fully furnished and equipped. The price of all properties includes reasonable use of linen, electricity, hot and cold water, air conditioning, tax and final cleaning. Occasionally suppliers may levy an additional charge for air conditioning/heating where available; you will be advised of this at the time of booking. Where there is a private pool, pool heating might incur an additional expense.

Not all properties will have air conditioning, and where available it will be subject to a fair use policy. If the supplier considers your use of the air conditioning to exceed the fair use policy, you may be charged for use of the air conditioning limit over and above the acceptable limits. This may be deducted from your security deposit.

### **13.4. TELEVISION, TELEPHONE & INTERNET ACCESS**

Not all properties will have Satellite/Cable television and where available it may not include access to all channels. Please check with us prior to booking if this is important to you.

Not all properties will have access to the internet, and where it is available it may be quite slow due to the rural location of the property. If this is important to you, please check with us prior to booking. If internet access is available it is generally assumed that the customer will bring their own laptop and the internet usage is subject to a 'fair use' policy. If the supplier considers you have exceeded the acceptable fair use policy, you may be charged for the internet usage over and above those limits. This may be deducted from your security deposit. Please note that downloading movies, television programmes and/or games may be considered excessive data usage and subject to additional charges.

### **13.5. YOUR RESPONSIBILITIES**

The supplier will expect you to keep the property and all furniture, fittings, effects, facilities, equipment and grounds in the same state of repair and condition as at the commencement of your holiday, and in the same state of cleanliness and general order in which it was found. The supplier may hold you responsible for any breakages, loss or damage to the property. Once again it is strongly recommended that you purchase adequate insurance cover for yourselves and all party members. The supplier may make deductions from the security deposit for any extra cleaning over the number of hours committed to departure cleaning, and to claim compensation for costs over and above the sum of the security deposit. Generally speaking, the parking of caravans/pitching of tents is strictly forbidden by the supplier.

### **13.6. NUMBER OF PEOPLE USING THE PROPERTY**

Suppliers will only allow those persons named at the time of booking to use the property without prior agreement. The maximum number of people, including infants, allowed at the property may not be exceeded. The supplier may terminate the rental without prior notice and without refund if the numbers are exceeded.

### **13.7. ACCESS**

The supplier or their representative will require reasonable access to the property to carry out urgent maintenance and/or inspection.

### **13.8. BEHAVIOUR**

The party leader is responsible for the correct and decent behaviour of the party. Should you or a member of the party not behave in such a manner, the supplier or their local representative/agent may use their absolute discretion and ask you and the party to vacate the property without refund.

### **13.9. LINEN**

Linen and linen change is generally included in all properties. It is advisable to take a beach towel and to check that cot linen is provided.

### **13.10. COMMERCIAL USE, SOCIAL EVENTS AND OTHER FUNCTIONS**

Villsy acts as an agent for suppliers for the private rental of a property. Use of the property for commercial purposes is expressly forbidden unless agreed with the supplier prior to booking in which case additional terms and conditions and/or insurance may apply. If you are intending to organise a private function (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from the supplier. Additional charges and/or increased security deposit may be sought at the supplier's discretion.

### **13.11. SECURITY AND VALUABLES**

Any valuables left at the property are left at your own risk. Neither Villsy nor the property owner is responsible for their loss. Suppliers may not provide refunds should you decide to vacate the property as a consequence of a burglary.

### **13.12. PETS**

Generally, no pets are allowed at properties except with the prior written consent of the supplier. Properties that allow pets are marked on our website. The supplier may add a surcharge and/or increase the security deposit as a result. Number of pets must be agreed with the supplier prior to acceptance of booking. You will be advised to all this info before booking.

### **13.13. ENVIRONMENT**

Please be aware that many of the properties are in rural or isolated locations and as such you may encounter flora and fauna such as mosquitoes, wasps, ants, local dogs etc as well as other environmental activities e.g. farming, drains etc. Some properties are located on non-surfaced roads.

Many of the properties are over 100 years old and some are listed. As a result the structure and safety may not have current safety and design features. Whilst Villsy makes every effort to give as much detail on each property as possible, including when it was built and whether or not it is suitable for children/people with walking difficulties, it may mean that the property may be less safe than a more recently designed/built property. Due to the rocky nature of the coastline some of the coastal properties may have steep approaches, many stairs and/or maybe perched on a rocky promontory. Whilst this provides a spectacular location it might not be suitable for certain types of customers and again every effort is made to advise you of this on the property details. As agent, Villsy cannot be held liable for health and safety issues, maintenance or accidents which may occur at the property.

Please note we cannot be held responsible for any building or road workings occurring near the property. We will endeavour to advise you of any work occurring should we be made aware of it by the supplier, but work can occur at any time without the supplier's prior knowledge.

### **13.14. LOW SLUNG CARS**

People taking low/sports cars are advised to check with the supplier that the access to the property is suitable.

### **13.15. GUEST REGISTRATION**

The guest is obligated by Croatian law to provide the villa owner / villa host with official identification documents containing personal details for tourist registration purposes with the national tourist board (HTZ). This information will not be used for any other purposes. A guest that will not provide any form of personal identification for tourist registration as required by law, may be denied access to the property with no possibility of reimbursement of rent paid.

**13.16. YOUTH GROUPS**

In case that the guests are younger than 25 years, they are obliged to inform Villsy immediately at the reservation about the exact number of guests and their age. In this case a payment of an additional deposit might be necessary for property damage or an additional insurance policy for the property damage liability in order to keep the reservation. Villsy and the owner retain the right to reject the groups of guests younger than 25 years in case that Villsy has not been informed about their arrival, and in that case the guests are not entitled to a return of the paid accommodation price.

**14. LAW & JURISDICTION**

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.

Pazin, 10.4.2019.