

General terms

- **INTRODUCTION**

Mediteran agency ensures services according to the information published and valid at the time of the reservation confirmation, and according to the description and travel period in accordance with confirmed reservations except in circumstances beyond our control; illness of the service provider or his/her immediate family; outstanding circumstances which cannot be foreseen nor eliminated such as natural catastrophes (earthquakes, floods, fires, droughts); wars, strike, terrorist actions and limitations issued by the government (mobilisation, country exit ban).

- **BOOKING AND PAYMENT**

Inquiries and booking of accommodation can be done electronically, by mail or in person at the Mediteran agency office.

When booking, the customer confirms that he is familiar with the General Terms and Conditions, and that he accepts them in their entirety. Thus, everything stated in the General Terms and Conditions becomes legally binding both for the customer and Mediteran agency.

When booking, the customer is required to give all the information necessary in the booking procedure. When booking, the customer is required to pay an advance, depending on the payment method, while the balance must be paid at arrival date in agency office, depending on the payment method, that the guest was informed about while confirming the reservation. Note for credit card payment - the credit card will be charged in the amount stated in Kuna according to the foreign exchange rate of our bank on the charge date. Differences and fluctuations between the exchange courses of our bank and the Guest's credit card company are possible. All banking expenses, as well as any other additional expenses concerning the payment procedure, are taken by the Guest.

- **PRICE OF ACCOMMODATION**

The price of accommodation includes the basic service as described in the booked accommodation unit. Special services are those not included in the price of accommodation (in accommodation unit description indicated by "services upon agreement" or "additional services" available if arranged in advance); therefore the customer pays for them separately. These services must be requested at the time of booking.

Confirmed price of accommodation is given in kuna and will be charged according to the foreign exchange rate of our bank on the charge date. Mediteran agency reserves the right to make changes to the stated prices (in the event that the host changes prices or there are changes in exchange rates). For customers who have paid an advance for their reservation, Mediteran agency guarantees the price of accommodation, stated in the calculation according to which the advance was paid. If the changes occur prior to the payment of the advance, Mediteran agency is required to inform the customer.

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

- **CATEGORIZATION AND SERVICE DESCRIPTION**

The offered accommodation units are described in accordance with the official categorization of the proper authority, as well as the actual state of the unit at the time of its publication. The standards of the accommodation, food, services and the like vary depending on the destination/country and are not subject to comparison. The information provided to the Traveller at the point of sale does not obligate the Agency any more than the information stated on the web pages of www.val-losinj.hr or in the catalogue or other printed materials of the Agency.

- **MEDITERAN AGENCY RIGHT TO CHANGES AND CANCELLATION**

Mediteran agency reserves the right to change or modify a reservation in case of circumstances caused by conditions beyond its control that cannot be predicted, avoided or rectified. Booked accommodation can be substituted only by an accommodation unit of the same or higher category and at the price confirmed during booking, provided that customer is notified ahead of time.

Should the substitute accommodation be available only in an accommodation unit of higher category and should the price of the substitute accommodation be higher by 10% or more than the initially booked accommodation, Mediteran agency reserves the right to charge the price difference upon consulting the customer.

In cases where substitute accommodation for paid accommodation is not available, Mediteran agency reserves the right to cancel the reservation upon prior customer notification (at least 7 days before arrival) and guarantees the refund of the complete paid amount.

Should an adequate substitute accommodation not be available on the day of arrival, will provide information on available accommodation that is not included in Mediteran agency offer and guarantees the refund of the complete paid amount.

- CUSTOMER'S RIGHT TO CHANGES AND CANCELLATION

Should the customer wish to change or cancel a reservation, this must be done in written form (email, mail, or fax). The following are examples of changes: changes to the number of customers, changes to arrival / departure dates. Changes must be made at least 60 days prior to the arrival date. The first change to the reservation is free of charge, unless it entails further expenses for Mediteran agency. 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 following are examples of cancellation of reservation: change of accommodation unit, and all changes done within 60 days of the arrival date or during use of the accommodation unit.

In case of cancellation of fixed confirmed private accommodation reservation, the date of receipt of the written cancellation is used to calculate cancellation costs as follows:

- for a reservation cancelled up to 60 days prior to the beginning date of the service 30% of the total amount
- for a reservation cancelled from 59 to 22 days prior to the beginning date of the service 40% of the total amount of the reservation will be charged
- for a reservation cancelled from 21 to 15 days prior to the beginning date of the service 50% of the total amount of the reservation will be charged
- for a reservation cancelled from 14 to 8 days prior to the beginning date of the service 80% of the total amount of the reservation will be charged
- for a reservation cancelled from 7 to 0 days prior to the beginning date of the service 100% of the total amount of the reservation will be charged

For any confirmed hotel accommodation, if cancelled by the guest, specific cancellation policy is applied. The date of receipt of written cancellation is considered the date of cancellation, and cancellation fees are calculated as follows:

- For cancellation up to 30 days before arrival date, 15% of the total accommodation price will be charged
- For cancellation from 29-22 days before arrival date, 30% of the total accommodation price will be charged
- For cancellation from 21-15 days before arrival date, 60% of the total accommodation price will be charged
- For cancellation from 14-8 days before arrival date, 80% of the total accommodation price will be charged
- For cancellation made 7 or less days before arrival date, 100% of the total accommodation price will be charged.

Should the customer not arrive at the booked accommodation unit before midnight on the arrival date, and the customer has not informed Mediteran agency or the host, 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, Mediteran Lošinj reserves the right to charge the difference. Should the customer find a replacement for the cancelled reservation, Mediteran agency will only charge the real costs caused by the replacement.

- **MEDITERAN AGENCY OBLIGATIONS**

It is Mediteran agency obligation to take care of provided services, hosts, and customers' interests and rights according to accepted customs and practices in tourism. Mediteran agency will carry out all stated obligations in full and as described above, except in circumstances caused by conditions beyond its control.

- **CUSTOMER'S OBLIGATIONS**

The customer is required:

- to have valid travel documents,
- to obey customs regulations and currency exchange regulations of the country where the destination is located,
- to obey house rules in accommodation units and to have good relations with the host,
- to produce the confirmation of payment (voucher received by mail or email) upon arrival,
- the customer is obligated to check whether a visa is necessary for the country where the destination is located or for neighboring countries.

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

By confirming the reservation, the customer accepts to pay for all damages caused directly to the host.

- **LUGGAGE**

Mediteran agency is not responsible for damaged, destroyed or lost luggage, as well as for the theft of luggage or valuables in the accommodation unit. Lost luggage or stolen goods should be reported to the host and the local police department.

- COMPLAINTS

Should the services provided not be satisfactory, the customer is entitled to seek reasonable compensation by filing a written complaint or coming directly to our office. Every customer is entitled to file a complaint if the paid service is not provided. Every customer - reservation holder, files a separate complaint.

If the guest does not make a complaint on the spot, he/she does not have a right to be refunded.

Furthermore, the guest is required to cooperate with Mediteran agency 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, Mediteran 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 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 Mediteran Lošinj and cannot include services already provided. With this the guest's right to an ideal compensation of damages has been excluded.

Mediteran agency cannot be 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.

- PERSONAL INFORMATION SECURITY

The Traveller provides personal information of his/her own free will. Personal information is required for processing requested services. The same information shall be used for inter-communication. Mediteran agency is under obligation that the personal information of the Traveller will not be taken out of the country or given to a third party except for the purpose of carrying out requested services. The exception of passing on personal information to third parties refers to cancellation insurance or insurance against accidents and illness, insurance of lost luggage and health insurance for the duration of the trip both locally and abroad. Should the Traveller request insurance, the personal information of the Traveller will be passed on to the insurance company. The personal information will be kept in a database in accordance with the Management's decision on the method used for collecting, processing and securing personal information.

- NOTE

Putting down a deposit, in other words, payment in full signifies that the Traveller fully comprehends and accepts the aforementioned terms.

These General Terms and travel regulations override all former terms and travel regulations.

- DISCOUNTS

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

- PROTECTION OF PERSONAL DATA

The Mediteran agency user provides personal information voluntarily. The personal information of the guests is requested in the process of realization of the requested service and will be used for further mutual communication (for example, letter of intent, payment instructions, notices of delivery of the service).

The Mediteran agency agrees that the user's personal data will not be disclosed out of the country or transferred to third parties, with the exception of the partners involved in the implementation of the contractual service (eg. accommodation, airline, carrier).

The user's personal data will be stored in the database, according to the decision of the director on how to collect, process and store personal data.

- COURT JURISDICTION

The Traveller and the Mediteran agency will aim to settle possible law suits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the Mali Lošinj Court jurisdiction, under the authority of the laws of the Republic of Croatia.

Mali Lošinj, 1.6.2018