

1. The Subject of the Contract

The subject of this contract is the settlement of relations between the travel agency Euro Tours d.o.o. (hereinafter referred to as Euro Tours) on its name and on behalf of the contractual lessor on the one side, and for the accommodation user (hereinafter the guest) on the other side, during the process of booking accommodation. Company address: Partizanska 4/1, 52440 Poreč, Croatia, Vat number: HR43241329399.

2. Reservation and concluding the contract

The contract between the guest and Euro Tours comes into force with the binding reservation (in writing form or by e-mail). From that moment onward, the rights and obligations of the contractual parties are regulated by these General Terms of Business and apply to the guest and Euro Tours. Confirmation of reservation will be immediately delivered to the guest by e-mail. In the event of the confirmation differing from the requested reservation, by paying the received reservation the guest confirms that he/she accepts the terms listed in the confirmation. Euro Tours may without obligation accept any kind of special demand (ie request), but the request is not legally binding for Euro Tours and will be fulfilled only if Euro Tours has issued a written confirmation. In the event of payment arrangements not being made according to Article 3.2, the reservation may be cancelled, with Euro Tours having no obligation towards the guest.

3. Prices and terms of payment

3.1. Accommodation price

The accommodation prices are provided by the channel manager. The Euro Tours agency guarantees that all the changes, extra fees or discounts will be checked and provided by the channel manager in time.

3.2. Payment

Regardless of whether the reservation has been made directly by the guest, or through a partner agency, upon receiving confirmation of reservation the guest/agency has to make an advance payment 100% of the booking amount is due 60 days before check-in. Eurotours will send to each guest the confirmation of the received payment with all necessary further details. Euro Tours reserves the right to request a valid credit card number from the guest as

payment guarantee. In the case of the guest not sticking to the payment deadlines, the reservation may be cancelled.

3.3. Reservation cancellation

The tourist agency Eurotours works in accordance with firm cancellation policy.

In the event of the guest cancelling the reservation, the following cancellation fees will be charged:

- Bookings cancelled at least 60 days prior to guest arrival will receive a 100% refund
- In case of free cancellation, the guest will receive a refund within 14 days
- 100% of the booking amount is due 60 days before check-in.

Cancellations must be made by 12:00 PM on the appropriate day.

3.4. Reservation change

On the guest's request the reservation may be changed in terms of change of date, accommodation unit, accommodation type or names of persons if possible.

3.5. Price change

When selecting our facilities, special attention is paid to service description and price calculation. However, despite this we are unable to exclude the possibility of price and service change. In the event of such changes, the guest will be notified when booking or, at the latest, upon receiving booking confirmation. The items written on the booking confirmation are final. It is unlikely that any changes will occur after the booking confirmation, but we cannot entirely exclude not even this possibility.

Euro Tours has the right to change prices in certain moments due to increasement or introduction of fees or taxes on accommodation services, or due to significant changes in the rate of exchange. To the guests who have already booked the accommodation, the original price, on the day of their booking, will be charged and they cannot complain on the price.

4. Accommodation from our offer

Euro Tours's accommodation offer consists of units owned by our contractual partners – lessors on for whose account Euro Tours sells capacities on the tourism market.

4.1. Maximum number of people

The accommodation units from our offer may only be accommodated by the maximum number of people listed in the description of the reserved accommodation. The same applies to children, regardless of their age, with the exception of facilities allowing another child under the age of one free of charge. The guest is asked to mention this fact while booking. It is also forbidden to place tents or caravans on the land belonging to the facility.

After the lease beginning the guest is obliged to announce previously all visitors that come to visit him/her. In the event of exceeding the maximum number of people, or placing a tent or caravan on the facility's land, the owner may charge a fee per extra person, or remove the extra people from the estate, ie demand the removal of the tent or caravan. If the guest ignores the request, everyone will be removed from the estate and no refund will be made.

4.2. Youth groups

In case that the guests are younger than 21 years, they are obliged to inform Euro Tours 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 the insurance against the property damage. Euro Tours and the owner retain the right to reject the groups of guests younger than 21 years in case that Euro Tours has not been informed about their arrival, and in that case the guests are not entitled to a return of the paid accommodation price.

4.3. Size of the facility

Our associates have personally visited each facility in our offer. With listed facility sizes it is always about external dimensions, and consequently there's a possibility that the internal dimensions may be up to 15 % smaller than the ones listed.

4.4. Newly built villas

At the reservation of the newly built properties the guest must be aware that it might happen that there was not enough time for the grass, plants, flowers or other horticulture to grow in the garden.

4.5. Pets, bugs and allergies

Despite thorough cleaning and maintenance of our facilities, occasionally a bug or mouse may be found who got there from their natural habitat where the house is located. Euro

Tours cannot be held responsible for this and the guests cannot ask for any compensation. Although pets aren't allowed in all facilities, this does not mean that there have never been any pets in the booked facilities. Euro Tours does not take any responsibility for the guest's allergic reactions in certain facilities.

The permission to keep pets shall be marked on the web page of Euro Tours near each facility which allows pets under the conditions foreseen for each facility separately, which shall be mentioned on the web page. The pet owners are responsible for cleaning of pet waste after their pet, and the pets are not allowed to sit on the furniture at any moment. Each evidence on the stay of a pet on the furniture may cause additional cleaning costs. Keeping of pets in a facility is an exclusive responsibility of the guest, and owners and Euro Tours do not take over any responsibility for a possible illness or injury that the pets might suffer during the stay. The approach to the swimming pools is strictly forbidden to the pets.

If the guest brings a pet which was not announced, the owner and/or Euro Tours retain the right to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the facility permanently within 2 (two) hours with all the persons who stay there, and he is not entitled to demand from the owner or Euro Tours the return of the paid accommodation price.

4.6. Noise

When selecting facilities from our offer, we always make sure we select facilities located in good, safe and quiet areas. Despite this, we cannot guarantee that there will be no noise during the guest's stay, because we cannot affect or control things such as traffic noise, noises from nearby construction sites etc. Neither the owner nor Euro Tours can be held responsible for noises coming from the facility's surroundings and the guests cannot ask for any compensation for it.

4.7. Swimming pool

In the event of the facility having a swimming pool, the guest is obligated for safety reasons to stick to every advice of the owner or Euro Tours. Using the pool is exclusively at your own risk. Children can use the pool only with an adult present.

You should take in consideration that the usage of the whirlpool is related to certain health risks and you use it at your own responsibility.

5. Features of the accommodation units

In many facilities from our offer guests have many features at their availability such as a washing machine, dishwasher, fridges, microwaves, DVD players, television sets, satellite receivers, a telephone, internet access, swimming pool etc. They can freely use these features, but Euro Tours cannot be held responsible if one of these features unexpectedly stops working during the guest's stay. This also applies to sanitary facilities and installations.

6. Time of arrival and departure; shortening or extending your stay

After setting the total reservation cost, at least 2 weeks before arrival, travel documents will be delivered to the guest confirming that he/she is the legitimate user of the booked accommodation. These travel documents include a voucher, a description of the journey describing the accurate route to the accommodation and accurate information about where to collect the accommodation's keys after presenting their confirmation of paying for the booking.

The guest is asked to pay attention to the contact numbers in order to be able to contact the accommodation's owner or a Euro Tours 's employee working in the area. Upon arrival the guest must hand in their travel and personal documents to the person giving them the house/apartment keys, who will then register the guest by the authorities and immediately return their personal documents.

The estimated time of arrival/departure is listed in the travel documents. The time of arrival must be between 4 PM and 8 PM, while the time of departure is till 10 AM. In the case of arrival not being possible before 8 PM, the guests are obligated to notify the travel agent or person in charge of the keys, with whom they will arrange when to collect the keys.

In the event of the guests wanting to extend their stay, they are asked to inform promptly their travel agent who will, if the desired period is available, gladly book them an extension of their stay.

7. Ensuring replacement accommodation and reservation cancellation by EuroTours

In exceptional cases due to unpredictable or unavoidable circumstances, Euro Tours may give the guest appropriate replacement accommodation of equal value and quality. Euro Tours is authorized to cancel the reservation before or during the period of the guest usage of the accommodation, if unpredictable or unavoidable circumstances occur preventing the accommodation's usage, endangering the guest or accommodation, or lessening the service's quality to the point of it being impossible to provide the contracted service. In this case the guest will be refunded for payments already made, lessened by the cost of already-used services. In any case Euro Tours is not required to pay to the guest any compensation.

8. Other obligations of the guest

During their stay, it is the guest's duty to use the accommodation owner's property and equipment with appropriate care. They must also adjust their behaviour as not to disturb the other guests, neighbours and host. In the event of the guest not adjusting their behaviour with the house rules even after being warned, they lose their right to the booked accommodation and must leave immediately without compensation. Anydamages and

deficiencies caused or discovered by the guests must immediately be reported to the person in charge of the keys or the Euro Tours 's employee. This way damages and deficiencies will immediately be removed without lessening the quality of stay. The guest is responsible for any damages or deficiencies they've cause if they cannot prove that they're not responsible. The same applies if the accommodation unit, due to damages, dirt or missing equipment cannot be submitted to the next guest for them to use. The owner will charge the guest on the spot for any damages or deficiencies.

8.1. Deposit

The deposit can be paid only in cash (as mentioned on your booking confirmation). It is necessary to pay the deposit to the owner of the house otherwise you will not receive your key.

The deposit serves as a security to the owner for caused damages in a facility. In case that the caused damage is higher than the deposited sum, the guest is obliged to pay the total damage amount to the owner. It can be considered that a damage is also a need for an additional cleaning due to the especially bad condition in which the guest returned the villa to the owner, and the owner is entitled to use a deposit to cover that damage or demand an immediate payment

If no damage is caused to the facility, the owner is obliged to return the deposited sum to the guest at the takeover of keys at the guest`s departure.

9. Complaints and compensation claims

It is the guest's obligation to conciously handle the unit and its inventory. On the day of departure the accommodation unit must be in the same condition as it was when the guest arrived. In the event of the accommodation's condition differing from its condition when booked, the guest must in 24 hours notify the person in charge of the keys. If visible irregularities are not reported in mentioned time, it will be thought that the unit was handed over in proper condition. If any irregularities occur during the guest's stay, it is their obligation to act in the same way. In the event of the owner or person in charge of the keys being unable to rectify the irregularity within a reasonable period, it is the guest's duty to inform their agent or Euro Tours 's employee. If the guest voluntarily leaves the facility or finds other accommodation without giving Euro Tours time to resolve the issue causing the guest's dissatisfaction, the guest is losing their right to receive compensation regardless of whether their reasons for departure were justified or not. The person in charge of the keys and the travel agent are not authorized to approve compensation requests.

Compensation requests must be delivered to Euro Tours or your travel agent in written or in personal form within their stay in the accommodation unit with proof included (pictures, confirmation from the person in charge of the keys/travel agent, witness statements etc.). Complaints made after check out from the booked facility will not be taken into

consideration. We emphasize that it is in the guest's interest to act in good faith and show willingness to resolve their complaint during their stay and to give their written complaint to the owner on the spot, and request written confirmation that the complaint has been received. If the guest does not meet these requirements, he / she is losing his /her right to receive compensation. All complaints can be sent via email to **euro-tours@euro-tours.net**. The legal deadline for response is 15 days.

Euro Tours is obligated to deliver a written decision regarding the complaint within 15 days of receiving the complaint in the same form (e-mail, ordinary mail, or personal delivery which will be replied by registered post with a return receipt). If it is necessary, in order to gather information and verify the claims in the complaint, Euro Tours may postpone the decision deadline for another 14 days, of which it is obligated to inform the guest making the complaint in written form. Euro Tours will resolve only those complaints for which the guest provides evidence that they gave their written complaint to the service provider on the spot and that the cause could not be eliminated on the spot. Until Euro Tours reaches a decision, the guest must refrain from mediation by any other person, judicial institution or giving information to the media.

10. EURO TOURS's obligations

Euro Tours agrees to, on their behalf, ie on the behalf of the person in charge of the keys or local agent, give the guest for the booked period a clean and tidy accommodation unit equipped according to its description. If the unit does not match the description on the reservation, Euro Tours will do everything to ensure the removal of any deficiencies, ie to ensure replacement accommodation of equal value. In the event of this being impossible, not being achieved in a reasonable period, or if the guest refuses the suggested replacement accommodation, Euro Tours will reimburse the guest any form of value reduction, as long as it has been undeniably established that Euro Tours is responsible for it. If the guest experiences loss or damage due to Euro Tours 's negligence, resulting in violation of the contract, Euro Tours accepts full responsibility for the caused damage. Euro Tours's legal responsibility is limited to the amount of the accommodation's price and does not include personal damages such as material and financial losses. Euro Tours will not be held responsible in the event of the losses or damages being attributed to the following causes:

- Actions or omissions made by the guests or their companions;
- Unpredictable or inevitable failures of third parties not included in providing the service listed in the booking;
- A higher force, events or unpredictable weather conditions which could not be foreseen or avoided by Euro Tours, the travel agent or the person in charge of the keys;
- Usage of swimming pools, children's playgrounds, any sports' facilities (eg. a tennis court or football field, fitness centres etc.). Usage of these facilities is exclusively at the guest's own risk;
- Damages and losses due to burglary.

The above listed causes equally apply outside the contractual obligations. Euro Tours specifically rules out responsibility for the actions of the auxiliary staff.



11. Travel documents

When travelling to the Republic of Croatia, the guest must have a valid personal travel document (a passport or identification card, depending on the guest's country of origin) not only for themselves, but for any other users of the accommodation. Furthermore, it is the guest's duty to check whether visa is required to enter Croatia or any countries on their way, obtain one on time, as well as respect the customs and currency regulations of the Republic of Croatia and any countries on their way.

12. The jurisdiction of the court

The parties commit to seek to resolve any disputes by mutual agreement, and if this is not possible, in the event of a legal dispute the court in Pazin has jurisdiction and the law of the Republic of Croatia is applied.