

General terms and condition

1. CONTENTS OF CONDITIONS FOR OFFERING SERVICES FOR ACCOMMODATIONS

The general conditions for offering services for accommodations are part of the contract between MARKO POLO., as a travel agency or authorized agent, and the traveler who accepts the offered arrangement. Everything that is listed in the general conditions represents a legal commitment for the guests, as well as for MARKO POLO. The general travel conditions are also published on the Internet pages of MARKO POLO

MARKO POLO commits itself to undertake all precautions to offer true information to its users. All the information, data, and pictures that are related to the capacity of accommodations, MARKO POLO collected from the accommodation owners. Even though all information is checked and controlled by employees of MARKO POLO, the Agency does not take responsibility for mistakes, negligence, and delays in updating informations.

2. CATEGORY AND DESCRIPTION OF THE SERVICE

The accommodation units are described according to the official evaluation given by the local tourist organization during the issue of the working license. The standards of accommodation, nutrition, service and others, of places and countries are different and cannot be compared.

MARKO POLO offers those services listed on its Internet web page, catalogue and other printed material of MARKO POLO, which is not necessarily equal to those services offered by other selling points.

If the traveler acquire accommodation information at other sources or selling points beside MARKO POLO, and was guaranteed that he will receive other services that are not listed on internet pages at MARKO POLO, MARKO POLO is not committed to fulfill the same guaranteed services nor is responsible for wrong informations given to traveller by other sources.

If possible, MARKO POLO will try to meet additional requests of the traveler for the accommodation (comfort, additional equipment, room view etc.), but cannot guarantee to fulfill the additional requests. If any additional requests would come with extra charges, the traveller is committed to pay them if he accepts to use those extra services.

3. CONTENTS AND PRICES OF ACCOMMODATION

All service prices are listed for each accommodation unit, and include those services linked to the specific reservation for the unit desired.

Additional services are services that are offered by the accommodation unit, but since they are not included in the accommodation price itself, the traveler pays for them separately (such as extra charge for pets, usage of aricondition unit, etc.). Additional services have to be chosen or asked for during the reservation process. Those services are paid for additionally, according to the price given by the accommodation facility, and they will appear on the final bill.

Optional services are services that are offered by MARKO POLO, but they are not bound to the offer of the given accommodation unit.

The prices of the accommodation units are given in Euro, so the calculation in Croatian Kuna is according to the middle exchange rate of the HNB (Hrvatska Narodna Banka) on the day on which the account is carried out. MARKO POLO has the right of changing the prices of the accommodation unit if accommodation owner changes the prices. However, the prices for already confirmed and made bookings will not be changed.

4. PRE-RESERVATIONS

All reservations are done electronically by filling in the form that is available on MARKO POLO website. When making the reservation, travelers have to provide correct data, which is requested on the form. MARKO POLO is not responsible for the exactness of the data that is given by the traveler during registration. In case of incorrect data, MARKO POLO holds the right to change the prices and to claim the price difference on the spot.

5. PRE-RESERVATIONS, RESERVATIONS AND PAYMENTS

Inquiries and reservations of accommodation are received electronically, in written or personal in agency branch office. With the payment of the reservation traveler confirms he has studied and understands "General conditions for accommodation services offer" and accepts it in full. With payment of the reservation, the agreement becomes a legal obligation to the traveler as well as to MARKO POLO

MARKO POLO gives the traveler access to relevant promotion material or program in printed or electronic form, gives the traveler all relevant information about the travel, and gives or refers the traveler to general conditions which are a constitutional part of this contract and offers the traveler "travel insurance package" and "cancellation insurance". During the reservation the traveler is responsible for giving all necessary data for the reservation procedure.

With the payment the reservation becomes valid, any other confirmation given in written or orally is not valid as a reservation. For the reservation of service the traveler is required to pay 30% of the full amount to make the reservation valid. The other 70% the traveler is required to pay at least 21 days before the start of using the service.

If the date of arrival is within 21 days it is necessary to pay 100% of the amount for the requested and confirmed service. Payment is possible by bank transfer to the bank account of MARKO POLO or on-line payment by credit card. By using means of remote communication to dictate the number of the credit card, the traveler is considered to understand "General conditions for accommodation services offer". The bank transfer is not available if the beginning of Your stay is within 5 work days for payments from abroad, or 3 working days for payments by bank transfer within Croatia.

After receiving full payment for the chosen service(s), the traveler will be sent a voucher as confirmation. The voucher serves as a proof that the reservation of the service(s) has been carried out. The traveler has the obligation to give the voucher upon arrival to the unit or agency (depending on instructions he received from agency). If more people wish to be added to the accommodation than those listed on the voucher, the agency has the right to refuse the accommodation to the travelers that are not registered, unless they agree to pay all the additional charges that may apply. If there is no possibility to accommodate additional persons in reserved unit, agency can offer additional unit to accommodate additional persons, where the same persons are obligated to pay the costs of additional unit. In the case where the

additional persons could not be accommodated in firstly reserved unit and the guest chooses to change or cancel the accommodation, the Cancellation rules and charges would occur.

With the payment of the reservation the traveler confirms that he understands all the conditions that may apply to the specific accommodation unit. Traveler also confirms that he accepts the general conditions of the offered accommodation service. Furthermore, the traveler understands and confirms that a kind of travel insurance was offered to him. With payment of the reservation, the agreement becomes a legal obligation to the traveler as well as to MARKO POLO.

Note: All online credit card 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 guest's credit card issuer. As a result of this conversion there is a possibility of a difference from the original price stated on our web site.

6. THE RIGHT OF MARKO POLO TO CHANGE AND CANCEL

MARKO POLO commits itself to assure to the traveler the accommodation in the reserved period, except in case of exceptional circumstances (war, riot, strike, terrorist activities, sanitary troubles, forces of nature, intervention of the authorities etc.).

MARKO POLO can offer changes to the reserved accommodation or cancel the accommodation completely or partly, if before or during the time of the stay special circumstances appear that can not be avoided or declined.

If the traveler pays for the reservation which MARKO POLO is unable to fulfill (i.e. exceptional circumstances that appeared in meantime on which MARKO POLO has no influence) the traveler will be offered an alternative.

If MARKO POLO has the possibility to offer the traveler an alternative, a change of the reserved accommodation can be carried out only with the permission of the traveler. The alternative can be of the same, lower or higher quality than the one reserved initially. If the traveler accepts the alternative and it is more expensive than the initial offer, the traveler is obligated to pay the difference if he chooses the alternative. If the alternative is cheaper, MARKO POLO will return the difference to the traveler.

MARKO POLO has the obligation to immediately inform all arriving travelers or current traveller about changes to the reservation or cancellation, and if no alternative accommodation can be found, MARKO POLO will refund the amount for unrealized services paid by the traveler. If the cancellation occur during the traveller's stay, the refunded amount will be only for the rest of the cancelled stay, i.e. if traveler was already staying 3 days in the accommodation and had 4 days left in the moment of cancellation, the refunded amount would equal to the remaining 4 days.

7. THE RIGHT OF THE TRAVELER TO CHANGE AND CANCEL

If the traveler wishes to change or cancel the reservation, it has to be in written (e-mail, mail or fax). By "change" it is considered a change in the number of people, or change of the dates of travel, at least 30 days before using the the service. First change of the reservation, if it is possible without extra expenses, will be made for free. For any more changes the traveler will be charged the expenses of 15 EUR per change. If the change of the reservation is not

possible, and the traveler cancels a confirmed reservation because of it, lower mentioned conditions apply. Any change of accommodation unit and any change within 30 days before using the service is considered a cancellation of the reservation.

The cancellation costs will be calculated from the date on which MARKO POLO receives a written request for the cancellation, and it is as follows:

- For the cancellation up to 30 days prior the arrival, MARKO POLO charges 15% of the full price of the reservation, a minimum of 15 EUR.
- For the cancellation in the period between 29 and 22 days prior the arrival, MARKO POLO charges 30% of the full price of the reservation.
- For the cancellation in the period between 21 and 15 days prior the arrival, MARKO POLO charges 40% of the full price of the reservation.
- For the cancellation in the period between 14 and 8 days prior the arrival, MARKO POLO charges 80% of the full price of the reservation.
- For the cancellation in the period between 7 and 0 days prior the arrival, MARKO POLO charges 100% of the full price of the reservation.
- If the traveler does not arrive to the destination or cancels the service of the accommodation after it began, MARKO POLO charges the full price of the reservation.

For every cancellation of the reservation MARKO POLO charges 15 EUR of administrative expenses.

If the traveler doesn't show up till midnight on arrival day of the reservation and didn't notified agency that he will arrive later, the reservation will be considered as cancelled and above noted cancellation costs would apply.

If the cancellation costs are in fact higher than what was initially given, MARKO POLO has the right to charge the additional cost difference of cancellation. MARKO POLO is not paying for the eventual expenses of guest's acquirement of travel Visa's or Passports.

8. RESPONSIBILITY OF COMPANY MARKO POLO

MARKO POLO is bound to make sure all the services are carried out professionally, on its part as well as that of the accommodation owner. Also, MARKO POLO is bound to make sure that all the rights of the traveler are managed according to the common law.

MARKO POLO is bound to make sure that the traveler receives all the services included in the rented accommodation. Furthermore, MARKO POLO has to answer to the traveler in case of non-performance of the services expected.

MARKO POLO will not be responsible for the lack of a service that is caused by higher forces or exceptional circumstances.

9. RESPONSIBILITY OF TRAVELER

The traveler commits itself to the following:

- to have on hand all valid travel documents. All costs for loss or theft of the documents during the travel period are carried by the traveler.
- to respect the customs formalities, and the rules for the foreign currency of the Republic of Croatia, as well as other countries visited during the travel.
- to respect the rules and regulations of the rented accommodation unit, and to collaborate with the accommodation owners accordingly.
- upon arrival to the rented accommodation unit, the traveler is expected to present the given voucher, where the number of people and type of service to be offered are specified.

The traveler is responsible for all eventual material damage that was caused by him and is bound to pay the damages on the spot to the agency.

10. SOLVING COMPLAINTS

Every traveler, holder of the contract, has the right to complain to the non-performance of the agreed service. If the services offered are not entirely fulfilled, or below the quality standard, the traveler may require a partial compensation by submitting a written complaint. Every traveler has the right of complaint for not getting the paid service. Every complaint has to be submitted separately by the traveler.

If the traveler is not satisfied with a specific situation upon arrival, he is obligated to inform the representative of service provider (owner of accommodation, etc.) as well as inform MARKO POLO representative immediately, giving explanation to his dissatisfaction. The traveler should contact service provider first and try to get a satisfactory solution directly on the spot. The traveler is obligated to cooperate with the service provider and MARKO POLO in good will to solve the problem. If the traveler accepts a proposed solution on the spot, agency is not obligated to accept any further complaints.

If the problem is not solved during the stay, within 14 days after reservation was ended, the guest has to deliver a complaint in writing to MARKO POLO, enclosing the written complaint together with all documentation and photographs which proves the complaint, by e-mail or regular mail. MARKO POLO will consider only complete and documented complaints received within 14 days of guest's departure.

While the solving of complaint lasts, at most 14, that is 28 days after the complaint is made, the traveler will not use any other person, UHPA, other institutions, or giving information in the media. Also, during this period, the traveler agrees not to sue or press charges.

The highest compensation regarding a complaint can be the amount of the objected part of the service, but cannot cover already used services or the complete amount for the accommodation used. That excludes the right of the traveler to any compensation of non material or optimal damage. MARKO POLO can not be considered responsible for weather conditions, sea temperature, or other similar situations or events that are unsatisfactory, and are not directly connected with quality of the reserved accommodation unit (bad weather, bad beach, public beach is far from the accommodation, traffic jams, crime, etc.).

Agency MARKO POLO will not accept any complaints on arrangements with special discounts, including LAST MINUTE offer, FIRST MINUTE and other similar discounted special offers.

11. COMPETENCE OF THE COURT OF JUSTICE

The traveler and the agency will try to solve any disputes in good will, however in case of a judicial dispute, the court of justice is located in Pula, with relevant law being Croatian law.

12. DATA PRIVACY

The information gathered through the reservation form are considered personal data and is protected by prescribed applicable Croatian regulations. These data will be used only for the purpose of exercising the rights and fulfilling the obligations arising from reservations made through our website, and will not be used for other purposes.

The certificate reservations confirm that the information provided in the booking form is true and correct and that you are familiar with the purpose of their collection and processing.