

## GENERAL TERMS AND CONDITIONS OF PROVIDING ACCOMMODATION SERVICES

### 1. INTRODUCTION

**1.1.** "Adriatic.hr d.o.o." tourist agency, Poljička cesta 26, 21000 Split, OIB: 16364086764, ID: HR-AB-21-020038491 (hereinafter: Agency), guarantees the authenticity of the displayed visual and written data related to the accommodation unit characteristics in its offer available at [www.adriatic.hr](http://www.adriatic.hr), as well as the authenticity of the conditions they are offered under.

**1.2.** The Agency is obliged to ensure the accommodation in the booked properties in the reserved period, except in the case of force majeure (war, riots, strikes, terrorist attacks, sanitary problems, natural disasters, official authority interventions, etc.).

**1.3.** By renting one or more accommodation units from the Agency's offer the client enters a legal relationship with the Agency, and confirms that he/she accepts these General Terms And Conditions of Providing Accommodation Services (hereinafter called "General Terms and Conditions"). All the details stated in the offer represent a legal obligation of the client as well as the Agency. The General Terms and Conditions represent the basis for the settlement of any possible dispute that may arise between the client and the Agency. The client is therefore strongly advised to carefully read the General Terms and Conditions prior to any advance payment.

### 2. OFFER CONTENT

**2.1.** The Agency provides services of private and hotel accommodation and accommodation in lighthouses.

**2.2.** Types and codes of accommodation units from the Agency's private accommodation offer:

A- a self-contained accommodation unit which consists of one or more rooms, its own kitchen, and at least one bathroom. There can be one or more accommodation units in the house: apartment, studio or room. There is usually one self-contained part of the building where the owners or the owner's family live.

AS- studio, it is a self-contained, small accommodation unit, which in majority of cases combines living room, bedroom and kitchen into a single room or the sleeping facilities are situated on the gallery. A studio can also be an accommodation unit with sleeping facilities in a separate room which is not separated from the rest of the unit by a door. A studio has its own bathroom. There can be one or more accommodation units in the house: apartment, studio or room. There is usually one self-contained part of the building where the owners or the owner's family live.

S- room, an accommodation unit with sleeping facilities. It usually has its own bathroom, but it can sometimes share the bathroom with other rooms. In some holiday properties, the rooms have the possibility of using shared cooking facilities, which is mostly charged additionally. Usually, it is not possible to prepare one's own meal, but in such cases mostly exists the option of surcharge for breakfast, half board or full board. There is at least one more

accommodation unit in the house: apartment, studio or room. There is usually one self-contained part of the building where the owners or the owner's family live.

K- house, an accommodation unit encompassing the entire property. It includes one or more rooms, a living room, kitchen and at least one bathroom. There are neither other clients nor owners in the house.

**2.3.** The lower case letter next to the numbers in the code of an accommodation unit means that the property contains several accommodation units regardless of the fact whether the units are included in the Agency's offer or the owners live there. For example, A-456-c means that there are at least two more apartments in the same house (apartments 'a' and 'b').

**2.4.** The numbers in brackets indicate the capacity of the accommodation unit, i.e. the allocation of the beds. The number on the left indicates the number of basic beds and the number on the right the number of extra beds. For example the code A-456-c (4+2) means that the apartment 'c' in the house 456 has 4 basic and 2 extra beds.

**2.5.** One room can contain maximum 2 basic beds. All other beds in that room are considered as extra beds. All beds situated in the kitchen, dining room or living room are also considered as extra beds. The extra beds in the accommodation units from the Agency's offer are usually standard beds, less often sofa beds, and very rarely folding beds. The position and the type of extra beds can be seen in the photos and in the ground plan of the selected unit.

**2.6.** In certain accommodation units, one or more children under 12 years can be accommodated over the advertised capacity. The service is available in units which offer as an additional service children's beds (beds with length and width smaller than the standard beds).

**2.7.** The kitchen of the accommodation unit can have standard equipment or can be a kitchenette. The standard kitchen equipment includes a refrigerator, a sink, a stove with a minimum of two burners/hotplates and a working surface with a minimum of 20 cm in width. A kitchenette is equipped with at least a refrigerator and a sink and can be used to cook or at least to heat up food (stove, hot plate or microwave oven). Warm water must not be available in the accommodation unit's kitchen.

**2.8.** In case the Agency does not possess photographs of a certain room in the accommodation unit, that room is presented on the site by an icon. That kind of presentation is for illustration purposes only and does not present an actual state.

### 3. SENDING AN ENQUIRY

**3.1.** If the client is unable to book on his own an accommodation that meets his requirements the most, the client can contact the Agency for assistance. The enquiries are sent by mail or by filling out the contact form on the Agency's web site. Each enquiry must contain specific information based on which the Agency will create an offer (at least period of vacation, number of people, their age, preferred

destination and any other special requirements and requests of the client). If necessary, the client can also contact the Agency by phone but the final enquiry must be sent in written form.

**3.2.** Once the client defines the desired service, he will create the official booking request.

#### **4. CREATION OF BOOKING REQUEST**

**4.1.** The booking request is done by filling in a simple form available on the Agency's web site. During the application process the client has to provide all the information required from him in the booking form.

**4.2.** When sending the booking request, the client's user account is also created.

**4.3.** The booking request can not be created without the client's confirmation that he has previously read the General Terms and Conditions and that he has accepted them.

**4.4.** After receiving the booking request, the Agency will inform the client by email about the successful creation of the booking request.

#### **5. PRIVACY POLICY**

**5.1.** The client voluntarily supplies his/her personal information. The client's personal information are necessary in the realization process of the requested service and they will be used for further communication with the client. The Agency undertakes to not carry out from company and to not provide to a third party the client's private information, except for the purpose of realization of the booking. The client allows the Agency to use his/her personal information for the purpose of marketing. The Agency is using the client's personal information according to the published terms of the Agency's Privacy Policy.

#### **6. PAYMENT**

**6.1.** The payment for the booking can be made by bank transfer or by credit card. The clients who are required to have a visa for entering the Republic of Croatia, cannot realize the payment by credit card.

**6.2.** When paying by credit card, the payer's account will be charged by the amount from the proforma invoice in kuna currency equivalent, calculated according to the Agency's business bank's exchange rate. There is the possibility of a minimum exchange rate difference, which will be charged from the client's account.

**6.3.** In order to firmly confirm the created booking request, the client has to pay the advance according to the issued proforma invoice.

**6.4.** The remaining amount up to the total amount of the booking can be paid by the client in the following ways:

- in cash, directly to the service provider on the day of arrival,

- by credit card or by bank transfer to the Agency's account, at least one month prior to the arrival.

**6.5.** In specific cases (for instance, when the total booking amount does not exceed 300 Euros or the client is a person required to have a visa for entering the Republic of Croatia) it is necessary to pay 100 % of the booking amount when confirming the booking.

**6.6.** If the client is obliged to pay the total amount of the booking to the Agency (in cases when it is not possible to pay the remaining amount directly to the service provider, as well as bookings of hotel and lighthouse accommodation) and there are less than 30 days left till the arrival date, the client is obliged to pay 100% of total booking amount when confirming the booking.

**6.7.** The client will be informed of the exact amount and the payment method of the advance when sending the proforma invoice.

**6.8.** If the client decides to pay the requested amount by bank transfer, he is obliged to forward to the Agency the copy of the bank transfer immediately upon realization of the payment.

**6.9.** The Agency is not responsible for the availability of services confirmed after expiration of the option time limit assigned for the booking confirmation.

**6.10.** If the paid amount does not arrive on the Agency's bank account prior to the client's departure on vacation, the client is obliged to send the Agency the confirmation of the completed bank transaction (SWIFT). In case the client wishes to avoid additional bank costs related for issuing the SWIFT confirmation, he is able to send a filled out and signed payment confirmation with the attached copy of the client's ID card or passport. Upon receipt of the declaration, the Agency will send the voucher to the client.

**6.11.** By realizing the payment for the booking, the client certifies that he/she is completely familiarized with all the details and conditions under which the particular accommodation unit is offered. By realizing the payment, everything stated in these General Terms and Conditions, becomes a legal obligation of the client and of the Agency. all the conditions and terms specified in this contract become legal obligation of both the client and the Agency.

#### **7. CONTENT AND PRICE OF THE PURCHASED SERVICES**

**7.1.** The prices advertised on the Agency's website vary depending on the accommodation facility. The prices are specified for each accommodation unit. Prices are quoted in Euros (€). The equivalent value in Kuna of the paid services will be stated on the invoice. The advertised prices for accommodation in hotel and in lighthouse include only those services which are described in the chosen accommodation unit offer. The advertised prices for the private accommodation include: daily rental of the accommodation units, bed linen, kitchen equipped with the necessary dishes and cutlery (except when the accommodation unit booked is a room without the use of kitchen) gas, water and electricity expenses (except for 'Robinson Crusoe style' type of accommodation).

**7.2.** Additional services are services that are provided in the accommodation unit but are not included in the rental price (such as

use of air conditioning, brought pets, food services, use of washing machine, boat rental, berth place for the boat, etc.). The client pays for them additionally and only if he/she uses those services. If the Agency is in the possession of the price list for additional services, it will be advertised on the Agency's website. Most of the additional services the client must pay directly to the service provider, while some of them will be paid when confirming the booking.

**7.3.** While most services are optional, there are some mandatory services (e.g. special transportation to the accommodation facility by boat, etc.) which are paid by the client on the spot directly to the service provider.

**7.4.** Considering the fact that the availability of the accommodation may depend on additional services (such as food services, pets, the use of additional beds, etc.), and since the additional services may not always be available (e.g. boat rental, the use of the Internet, berth place for boats, etc.), the client is obliged to report all desired additional services when creating the booking request.

**7.5.** In some rare cases the client will have to pay before starting to use the rented accommodation a cash deposit directly to the service provider. This deposit is a guarantee for the service provider that the client will not cause any damages to the accommodation unit or its contents. On the day of departure the entire deposit amount will be refunded to the client, but only after the service provider has previously determined, that the client has left the rented accommodation in the same condition in which he has found it at the check-in.

**7.6.** The client will be informed about all the mandatory surcharges, the exact prices of the desired services and possible cash deposits, as well as their payment methods, when sending the proforma invoice.

**7.7.** The Agency reserves the right to change the prices specified on the Agency's until the moment the proforma invoice is sent to the client. By sending the proforma invoice, the Agency guarantees that the booked accommodation is available according to the price calculated in the proforma invoice.

**7.8.** In case the service provider, i.e. the Agency, reduces the price of the accommodation unit after the client has confirmed the booking, the client is not entitled to the new, lower price.

**7.9.** In a case of a short stay vacation (1 to 4 nights) the service provider can raise the basic price of accommodation (10%-50%). If applicable, the guest will be informed within detailed calculation and on the preinvoice the short stay surcharge has been applied.

## **8. SERVICE CATEGORIZATION AND DESCRIPTION**

**8.1.** The offered accommodation units are described according to the official categorization of the local tourist board at the time of the work permit issuance, and according to the current conditions of the accommodation unit found upon during the Agency's personnel visit in the property when the accommodation unit was registered in our offer.

**8.2.** The standards of accommodation, food and other services of different places and countries vary and are not suitable for comparison. The information the client receives directly from the Agency's personnel does not oblige the Agency more than the information published on the Agency's website.

**8.3.** The allocation of rooms/apartments in hotels is determined by the hotel reception. If the client did not specifically agreed upon a room/apartment with special features, the client will accept any room/apartment allocated to him/her in accordance with the voucher.

**8.4.** The Agency guarantees that the service provider will make sure that the kitchen in every accommodation unit is equipped with corresponding dishes and cutlery required for the number of the people staying in the unit. Upon client's arrival accommodation unit must be clean and tidy with clean bed linen. Bed linen are being changed on weekly basis for clients staying longer than one week. The service provider is under no obligation to provide towels to the client.

**8.5.** The time of arrival at the accommodation unit is after 2:00 PM, and the time of departure on the last day of the booking is no later than 10:00 AM. The previously specified rule helps avoiding that the clients from the same accommodation unit meet when the dates of departure of the previous clients and of arrival of the new clients are overlapping. 4 hours are needed by the accommodation service provider for cleaning and preparing the accommodation unit for the next clients.

**8.6.** The keys are given to the client by the service provider personally at the accommodation unit or at the check-in address if it varies from the address of the property.

## **9. THE AGENCY'S RIGHT TO CHANGES AND CANCELLATION**

**9.1.** The Agency is entitled to suggest the change of a booked accommodation or cancel it completely or partially, if unexpected circumstances which cannot be avoided or removed and are related strictly to the booked accommodation (e.g. sanitary problems, etc.) occur prior to or during the vacation period. If these circumstances occurred at the time of advertising and selling the accommodation arrangement, the Agency would have considered them a legitimate reason not to advertise the offer and consequently not to accept booking confirmations for those accommodation units.

**9.2.** If the Agency is in position to offer the client an alternative accommodation, the change of the booked accommodation can be made only with the client's approval. If the alternative accommodation unit price is lower than that of the cancelled one, the Agency undertakes to refund the price difference to the client and to bear in that case the bank charges. If the alternative accommodation unit price is higher than the cancelled one's, the Agency is entitled to charge the client for the price difference.

**9.3.** The Agency is obliged to inform all the clients who have confirmed their arrival by paying the advance of any changes of the booking or cancellation, immediately upon the occurrence of the unexpected circumstances. If the Agency is not able to find an alternative accommodation, it is obliged to refund the amount paid for the booking to the client and the Agency will bear for that the bank charges. In case of refund of the paid amount, the client is not

entitled to claim the compensation of any other additional costs related to his booking.

**9.4.** This provision applies only if the unexpected circumstances are not caused by a case of force majeure, and only if they strictly concern the booked accommodation. If the change or the cancellation of the booking is due to a case of force majeure, the provisions of Art. 15, para. 1 of the General Terms and Conditions are applied.

## **10. THE CLIENT'S RIGHT TO CHANGED AND CANCELLATION**

**10.1.** The client can change an already confirmed booking only if the change is accepted by the service provider. The changes may include: change of the holder of booking, booked dates, number of persons, age of persons, type of basic or extra services booked and payment process. The request for a change of the booking must be submitted in written form (by e-mail, fax or by mail). The client agrees to pay for the specified changes a flat amount which is charged per change (per new calculation) and depends on the date when the Agency received the written request for change of booking parameters:

- for a change requested by the client 21 or more days prior to the start of the booked service use, the Agency charges an administrative fee of 30,00 €,
- for a change requested by the client 20 or less days prior to the start of the booked service use, the Agency charges an administrative fee of 45,00 €.

**10.2.** After the start of the booked service a change of the parameters is not possible.

**10.3.** If the period is one of the changed booking parameters, the period of the new booking has to be in the same season like to original one, otherwise the requested change is considered as booking cancellation and cancellation fees will be charged according the para. 10.7.

**10.4.** In case that after an already confirmed and agreed modification, the client requests a new modification of the booking, the new modification will be again charged in accordance to the fees specified above, even if the new parameters are identical to the originally confirmed booking.

**10.5.** If the service provider does not accept an agreement on a possible change of the booking parameters, i.e. that the paid advance is assigned to a new calculation, the requested change of booking is considered as booking cancellation and cancellation fees will be charged according the para. 10.7.

**10.6.** A cancellation of the booked accommodation must be done by the client in written form (by e-mail, fax or by mail).

**10.7.** The date when the Agency received the written cancellation notification represents the basis for the calculation of the cancellation costs in the following way:

- Free cancellation – solely for specially marked private accommodation properties- in accordance with the

conditions applicable at the time of booking; the advance payment will be refunded to the client at the expense of the recipient.

If the reservation cannot be cancelled free of charge, the following cancellation costs apply:

- For a cancellation occurring up to 29 days before the start of using the service booked, the Agency charges 50 % of the total price of the accommodation booked on behalf of handling and administrative charges. The rest of the amount will be refunded to the client at the expense of the recipient.
- For a cancellation occurring from 28 to 22 days before the start of using the service booked, the Agency charges 60 % of the total price of the accommodation booked (i. e. 50% of the total price of the booked accommodation in lighthouse). The rest of the amount will be refunded to the client at the expense of the payee.
- For a cancellation occurring from 21 to 15 days before the start of using the service booked, the Agency charges 70 % of the total price of the accommodation booked. The rest of the amount will be refunded to the client at the expense of the payee.
- For a cancellation occurring from 14 to 8 days before the start of using the service booked the Agency charges 80 % of the total price of the accommodation booked (i. e. 100% of the total price of the booked accommodation in lighthouse). The rest of the amount will be refunded to the client at the expense of the payee.
- For a cancellation occurring from 7 to 0 days before the start of using the booked service the Agency charges 100 % of the total price of the accommodation booked.

If the client does not show up at the destination or cancels the booked services after the beginning of service use, the client is not entitled to a refund of the paid amount (including the amount paid by the client directly to the service provider).

**10.8.** If the client does not arrive at the booked accommodation until 08:00 PM on the day of the booked service start, while he has not informed the Agency nor the service provider of his possible delay, the booking will be considered as cancelled on the day of arrival. In such case the cancellation costs will be charged according to the above scale. The client has no right to complain and loses the paid amount, in case the service provider accepted in the meantime other clients.

**10.9.** If the client, upon cancelling the booked accommodation units, finds a new user for the same booking, the Agency charges only the costs caused by the change if the booking parameters.

**10.10.** The change of the booked accommodation unit with another one (of a different service provider) is considered as a booking cancellation. In that case the client will be charged cancellation fees according the scale shown above and any possible difference in price will be transferred to the client's new booking. The Agency will offer the client for the new booking a special discount of 10% of the cancelled booking's amount.

**10.11.** If the client cancels an accommodation booked with one or more approved discounts, the discounts will not be considered in the calculation of the cancellation costs, and the cancellation fees will be charged for the full amount of the booking.

**10.12.** If the client booked more accommodation units in one request, and he/she does not wish to cancel all booked accommodation units (partial cancellation of booking), the cancellation costs for the canceled accommodation units will be charged according to the scale shown above, and the possible difference between the total amount of the advance payment and the cancellation costs for the cancelled accommodation units, will be considered as an advance payment for the rest of the accommodation units.

**10.13.** If the actual costs are higher than previously presented, the Agency reserves the right of charging all the actual costs.

**10.14.** If the booking is cancelled due to death of the client (the holder of the booking) or of a member of his/her immediate family, the Agency will charge only the minimum cancellation fee (30%). This provision is applied if the booking is cancelled due to the death of any member of the group or a member of his/her immediate family (spouse, brother, sister, parent or child), but only in case the Agency possessed the information that this person was registered previously as a group member.

**10.15.** The client must provide the Agency with a death certificate, and if necessary with a confirmation of family relationship between the deceased and the client, i.e. the member of the group.

**10.16.** If the cancellation is due to any other reason, the cancellation will always be solved with the mandatory charging of cancellation fees according to the scale shown above.

**10.17.** The Agency provides the client with a calculation of the cancellation fees in written form. The refund of the amount the client is entitled to, will be realized within 5 working days of determining the precise amount of the refund, under the condition that the Agency possesses the client's data necessary to carry out the money refund.

## **11. AGENCY'S OBLIGATIONS**

**11.1.** The Agency is responsible for the execution of the services and selection of the service providers. The Agency must also concern over the rights and interests of the client in accordance with the good practice in tourism.

**11.2.** The Agency is responsible to assure that the client receives all the services he/she has booked, and is therefore liable to the client for a possible non-provision of the booked services or a part of the services the client paid for.

## **12. CLIENT'S OBLIGATIONS**

**12.1.** The client is obliged:

- to possess valid travel documents for each person (including travel documents for children and documents

required for pets). The costs of loss or theft of these documents during the journey are borne by the client;

- to obey with the customs and currency regulations and laws of the Republic of Croatia as well as with those of the transit countries during the journey;
- to check whether he/she needs a visa to enter the Republic of Croatia or the transit countries. The Agency does not provide services of obtaining visa, and reserves the right to charge the cancellation fees according to the para. 10.7. in case the client does not obtain the documents necessary to enter the Republic of Croatia;
- to present the voucher with the clearly indicated number of persons and type of services to be provided, to the service provider, on the day of arrival at the booked accommodation unit;
- to pay on the day of the arrival directly to the service provider the unsettled amount of the booking, the costs of additional services (if he/she uses them) and the cash deposit (if it is specified on the voucher), if the client did not pay them prior to arrival;
- to arrive at the accommodation unit in the exact number and composition of persons that the Agency was previously notified of. If more people arrive at the accommodation unit than the number stated in the voucher, or if the group composition is different, the service provider can refuse to provide accommodation service to the unannounced people or can request a surcharge for them;
- to notify the Agency of bringing any pets in order to obtain previously the consent of the service provider. The service provider can refuse to provide the accommodation service to the client if he/she insists that unannounced pets also use the booked accommodation;
- to notify the Agency of all the relevant facts that can affect the client's stay in the booked accommodation unit (e. g. allergies and illness of the client, physical disability of the client, arriving by vehicle of non-standard size, need of bed of non-standard size, special diet conditions if the client chooses food services, etc.);
- to obey the House rules in the accommodation unit booked (House rules are available even on the Agency's web site), and cooperate in good will with the service providers.

**12.2.** If the client does not comply with these regulations, the client can be denied of accommodation service provision and in this case the client is not entitled to claim the compensation or the refund of the paid amount.

## **13. LUGGAGE**

**13.1.** The luggage will be transported by the client at the risk of the client, thus it is recommended to insure the luggage with an insurance company.

**13.2.** The Agency does not hold any responsibility for loss or damage of luggage, nor for stealing of luggage from the accommodation unit. The report of lost, damaged or stolen luggage is made by the client to the accommodation service provider and to the nearest police station.

## 14. COMPLAINTS

**14.1.** The client is entitled to complain only in case of incorrect photographs published, i.e. inaccurately presented information regarding the booked accommodation unit, except the situation when the current condition of the accommodation unit is to the benefit of the client. The client can also complain about cleanliness and filthiness of the booked accommodation unit as well as the inappropriate behavior of the service provider.

**14.2.** The Agency is not liable for non-realization of services that were not booked by the client prior to his/her arrival at the accommodation unit.

**14.3.** The Agency is not liable for the working hours of shops and restaurants near the property. Information on their distance from the property is only for orientation purposes and cannot be a reason for complaint.

**14.4.** The client is not entitled to complain about information advertised on the the Agency's website that went unnoticed by the client, or about any facts that he/she was warned about by the the Agency's personnel.

**14.5.** The client is not entitled to complain on any other grounds, especially he/she has not the right to complain about bad weather conditions, the configuration and the cleanliness of the beach, the cleanliness and equipment of the destination, the cleanliness and the temperature of the sea, and about any other similar situations or events that may cause the client's dissatisfaction, and are not directly related to the quality of the booked accommodation unit (e.g. local water supply problem, sewage problem, crowds, theft or damage to personal property, etc.).

**14.6.** The complaint can be submitted on the day of arrival at the accommodation unit only. Exceptionally, in case the problem could not be observed on the arrival day or it has occurred during the stay, the client can submit the complaint even later, but immediately upon establishing the existence of the problem. All complaints submitted following the deadline will be rejected as unfounded.

**14.7.** The complaint must be submitted by phone, e-mail, SMS or fax. The complaint cannot be submitted by leaving a message on the answering machine.

**14.8.** The Agency is able to receive the client's complaints every day (including Saturday, Sunday and holidays) from 8 AM to 10 PM in the high season (1.5- 31.8) and from 8 AM to 8 PM during working days in the remaining part of the year. If the client does not have the possibility to submit the complaint by e-mail, SMS or fax and does not have an own mobile phone, the client is advised to contact the Agency by telephone of the service provider. If the contact cannot be established because all the lines were busy or there was no answer to the call, the client must retry the call, because any complaint submitted out the stated deadlines will not be taken into consideration.

**14.9.** The Agency stores the audio record of the received complaint, as well as the audio record of all further communication between

the client and the Agency related to the resolution of the complaint. By accepting these General Terms and Conditions, the client confirms that he is familiarized with the fact that the audio record of every phone call with the Agency is stored, and that he accepts that the audio records will serve as a material of proof in a possible trial.

**14.10.** Once the Agency receives the client's complaint it will immediately undertake all the necessary action to resolve the complaint. After the Agency verifies all the circumstances of the complaint (first by contacting the service provider), the Agency undertakes determine the validity of complaint within the next two hours. If the Agency does not react within the period stated above (2 hours), the client gains the right to leave the accommodation unit and the Agency is obliged to refund the paid amount to the client, and the bank charges will be borne by the Agency.

**14.11.** If the complaint is considered valid by the Agency, an additional period of 6 hours is granted the Agency for resolving the complaint by solving the reason of the complaint. The time between 10 PM and 8 AM is not included in the defined deadlines. The client is obliged to cooperate in good will with the Agency's representative and the service provider in order to resolve the cause of complaint.

**14.12.** Any justified complaint is resolved by solving the reported shortfalls or by reducing the amount of the booked service. The acceptance of the discount is considered as resolution of the reported shortfalls. If the justified causes of the complaint cannot be resolved, the Agency undertakes to find an alternative accommodation for the client. If the service provider is not able to resolve the reported shortfalls and the Agency is not able to offer alternative accommodation, the Agency will refund on its own expenses the paid amount.

**14.13.** The highest paid compensation per complaint can not be higher than the amount paid. If the client submits the complaint after beginning to use the booked services, the highest paid compensation can not be higher than the amount of the unused part of the services.

**14.14.** The client is not entitled to claim compensation of material or non-material damages (such as bank charges for money transfer, telephone bills, additional gasoline costs, loss of time, stress, psychological damage, etc.).

**14.15.** The criteria for comparison of the booked accommodation unit and the alternative accommodation unit are the location and the price advertised on the Agency's website. If the accommodation unit which is subject of the complaint is located on mainland, the Agency is obliged to offer the client an alternative accommodation on the same Riviera or the neighboring Riviera. If the accommodation unit which is subject of the complaint is located on an island, the Agency is obliged to offer to the client an alternative accommodation on the same island. As comparison price will be considered the same price, or lower/higher up to 15 % of the original accommodation unit. If the Agency offers alternative accommodation of lower price than the booked one, the client is entitled to the refund of the price difference. If the alternative accommodation price is higher than the booked accommodation price, the price difference will be borne by the Agency.

**14.16.** If the client does not accept an alternative accommodation comparable to the one which is subject of the complaint (of equivalent location and price), the Agency will not take into consideration any complaint subsequently submitted. By accepting the alternative accommodation, the client waives all rights to claim a refund of the amount paid for the booked accommodation unit.

**14.17.** If the Agency does not resolve the client's complaint and does not provide any alternative accommodation within the given period (6 hours), the client gains the right to leave the booked accommodation unit. The Agency is then obliged to refund the paid amount to the client and will bear the bank charges.

**14.18.** If the Agency determines that the complaint is not valid, it will not undertake any actions to resolve the complaint. The client has the possibility to accept such a decision and remain in the booked accommodation unit on the previously defined terms and conditions, or request an alternative accommodation from the Agency, for which the client is obliged to pay the full amount of the accommodation directly to the new service provider.

**14.19.** If the Agency is not able to decide on the spot regarding the justification of the complaint, the Agency is obliged to offer to the client an alternative accommodation. The Agency grants the client 10% discount from the price of the alternative accommodation offered. The client is obliged to pay to the new service provider the full calculated price of the alternative offer.

**14.20.** If the client does not accept the Agency's decision and decides to subsequently claim the paid amount, he/she is not allowed to stay in the accommodation which is subject of the complaint. By deciding to remain in the booked accommodation, the client waives in advance the right to the possibility of claiming the refund of the paid amount.

**14.21.** If the client is not satisfied with the state of the provided service, leaves the accommodation unit and finds an alternative accommodation on his/her initiative, by that does not give the Agency the chance to solve the cause of the complaint in the agreed time limit of eight hours, the client is not entitled to a refund of the amount paid or to suit for compensation, regardless whether his/her reasons for the complaint are justified or not.

**14.22.** The client is obliged to submit the complaint in written form (by e-mail, fax or mail) within maximum seven days from the end of the booked period of the services which are subject of the complaint. The Agency is obliged to confirm in written form, without delay, the receipt of the complaint to the client. The complaint submitted after the deadline or with incomplete documentation (photographs, information from other reliable source, etc.) will not be taken into consideration.

**14.23.** The Agency is obliged to issue a written answer to the duly submitted complaint within seven days after the complaint was received. The Agency has the right to extend this period for another 14 additional days due to gathering information and to verify the complaint details with the service provider.

**14.24.** Until the Agency presents the solution, the client waives the right to use the mediation services of another person, UHPA

arbitration, court or to give out information to the media. If the client does not comply with this provision and thus breaches the procedure, the Agency reserves the right to claim compensation of damages caused by such an action undertaken by the client, regardless of the grounds of the complaint.

## **15. FINAL PROVISIONS**

**15.1.** The Agency is not responsible in any way for changes or non-provision of the service due to a case of force majeure in the client's country or in the country where the service is should be provided (war, riots, strikes, terrorist attacks, natural disasters, official authority interventions, etc.), which results in preventing the client to stay in the booked accommodation unit. In such cases the client is not entitled to a reimbursement of the paid amount. This amount can also not be used as an advance payment for an alternative accommodation unit that the client would like to book at another destination or in a different period, but the provisions of booking cancellation apply (according to Art. 10 of the General Terms and Conditions).

**15.2.** The contracting parties agree that the Agency has the right to increase the price before the beginning of using the accommodation service, in case that after the booking confirmation the currency exchange rate has increased more than 5 % or in case of the increase of other expenses which affect the price of the service, of which the Agency did not know and could not have known. The client reserves the right to cancel the booking if the increase of the agreed price is more than 10 %. In that case the client is entitled to the refund of the amount paid until that time, but is not entitled to any additional compensation. The money will be refund to the client's bank account, the bank charges being borne by the Agency.

## **16. COURT JURISDICTION**

**16.1.** The parties will attempt to settle any dispute agreeably. If the parties cannot agree to settle the dispute, they accept that the dispute will be settled by the competent court in Split.

**16.2.** Everything not specified in these General Terms and Conditions, is subject to the laws in force of the Republic of Croatia.

**16.3.** In case that for any reason the translation of a specified article is discredited, the Agency confirms that it will interpret the article according to the translation of an official court interpreter for the client's language.

**In Split, 1.1. 2023**