

## **BOOKING TERMS AND CONDITIONS**

For the tourist agency called "Turst", based in Veli Lošinj, at Obala maršala Tita 17 (hereinafter referred to as "TURIST")

At the time of confirmation of your reservation, the Agency assumes that you have taken a vision of these terms and conditions and that you will meet the provisions contained therein, 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 the TURIST agency.

Tourist agency TURIST ensures services according to the information published and valid at the time of the reservation confirmation, and according to the description and travel period following 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 (mobilization, country exit ban).

### **1. OFFER**

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

Replies will be sent via e-mail to present the best of the accommodation unit selected. In response to your question, we will send you the offer relating to your needs or, if we are not able to meet all the guests' needs, we will send the offer relating to a solution that is as similar as possible to what is requested.

The Agency guarantees the truthfulness of the data and descriptions of the images relating to the selected accommodation unit characteristics, as well as the prices and conditions of the unit proposed.

If, in the case of force majeure, the apartment is not available upon your arrival, the Agency will provide an alternative accommodation at the same price although this latter is of a superior type and category concerning the one booked.

## 2. BOOKING

Through the acceptance of the offer, which is completed upon the payment of the deposit for the accommodation unit selected, the guests automatically accept the conditions set out by the Agency. Through the payment of the deposit set out by the Agency, the signature of the agreement, of the voucher or the special card, as well as through the communication of the data of the credit card in case of remote purchase of the services, the guests establish a legal relationship with the Agency and confirm to be aware of these General Terms and Conditions for the provision of the accommodation services and fully accept them. The payment costs are to be borne by the guests. At the time of booking, the guests are obliged to provide all the personal data provided for the booking procedure.

At the time of booking the accommodation, the guests are required to pay a deposit, depending on the accommodation unit and the booking term. If the deposit is not paid within the prescribed period, the booking will be considered void and the Agency shall have the right to propose the accommodation unit to other guests. Following the payment and the receipt of the relevant deposit, the Agency will send the confirmation of booking to the guests.

## 3. AGENCY ENTITLEMENT TO CHANGE AND CANCEL YOUR RESERVATION

The Agency is entitled to change your reservation if unforeseeable exceptional, inevitable, or uncontrollable events occur. The accommodation unit booked can only be replaced - after communication with the guests - with another accommodation unit of a similar or superior category and at the same price as indicated in the reservation made by the guests.

If the replacement of the accommodation unit is only possible with another one of a superior category and at a price higher than 10% of that indicated in the reservation, the Agency is entitled to pay this difference after discussing it with the guests.

If it is not possible to replace the accommodation unit already paid for, the Agency is entitled to cancel the reservation by notifying the guests at least seven days before the date of arrival and it guarantees the guests for the entire repayment of the amount paid.

If there is no adequate replacement on the same day of the arrival, the Agency will endeavor to provide information to the guests on the accommodation units available that are not being offered by the Agency and it will proceed with the entire repayment of the amount paid.

#### 4. GUESTS' ENTITLEMENT TO CHANGE AND CANCEL THEIR RESERVATION

If the guests intend to change or cancel a reservation meeting their requirements, they must notify the in written to the Agency (via e-mail, or mail). "Change" means any variation in the number of people or the date of arrival and/or departure for the accommodation unit within and not later than sixty days from the date of actual performance of the accommodation services. The first reservation change, if possible without additional costs, will be carried out free of charge. If the reservation change is not possible, and for this reason, the guests decide to cancel the confirmed reservation, the following conditions relating to a reservation cancellation will apply. The change in the accommodation unit and any other changes made after sixty days referred to above will be regarded as a reservation cancellation.

In case of cancellation of a reservation already confirmed for a certain private accommodation unit, the date of receipt of the written cancellation is considered the effective date for the calculation of the cancellation costs as indicated below. The date of notification by the guests of their intention to proceed with a cancellation is considered the basis for calculating the cancellation costs of the reservation:

Any cancellations notified within 60 days before the performance of the accommodation services imply the 10% payment of the accommodation price after the cost required for money transfer;

Any cancellations notified between the 59th and the 8th day before the arrival do not allow the guests to receive any repayment of the deposit already paid;

Any cancellations notified between the 7th day and on the same day of their expected arrival date imply the full payment of the accommodation unit being booked by the guests. In the event of a no-show of the guests by midnight of the expected arrival day

without any prior notice to the Agency or the lessor, the reservation will be considered canceled and the cancellation fees referred to above will apply.

In case of force majeure our booking rules and conditions apply as in normal conditions.

#### Procedures For The Payment Of The Deposit:

Money transfer to a bank account in foreign currency:

To ensure a successful money transfer to a bank account in foreign currency, the

The following data are required:

1.Name and surname of the person who carries out the money transfer/recipient of the reservation and address;

2. Recipient:

- by the bank on the following bank account:

ERSTE & STEIERMÄRKISCHE BANK d.d., RIJEKA, 51000

Payable to: ASL AGENCY d.o.o. O.M.T. 17, HR-51551 ; Veli Lošinj

IBAN: HR1024020061100050464

We disassociated from the additional bank costs.

The guests are required to notify the Agency of the payment confirmation via fax as soon as possible; otherwise, the Agency is not obliged to process the reservation and is not responsible for the failure to process it due to the guests' late payment beyond the terms provided.

## Statement on the use of WSPay

TA TURIST (point of sale) uses WSPay for online payments.

WSPay is a secure system for online payment, real-time payment, credit and debit cards, and other payment methods. WSPay provides the customer and merchant with secure registration and transfer of entered card data, which is confirmed by the PCI DSS certificate that WSPay has. WSPay uses SSL certification of 256-bit encryption and TLS 1.2 cryptographic protocol as the highest levels of protection when writing and transmitting data.

Money transfer to a bank account:

To ensure a successful money transfer to the bank account in Croatian kunas, the

following data are required:

1. Name and surname of the person who carries out the money transfer/recipient of the reservation and address;
2. Recipient:

ERSTE & STEIERMÄRKISCHE BANK d.d., RIJEKA, 51000

Payable to: ASL AGENCY d.o.o. O.M.T. 17, HR-51551

Veli Lošinj

IBAN: HR1024020061100050464

Payment by credit card (Visa, Maestro or Mastercard) via WsPay (online voucher)

Credit card type:

Credit card holder:

Credit card number:

Expiry date:

In the event of a reduction in the booked period of stay, the full amount of the original reservation will be charged anyway. Your credit card will be charged the amount in Croatian kunas at the exchange rate in force on the same day of the charge. Differences between the exchange rate and the one applied by the guests' credit card bank may occur.

If you pay for your reservation by card, you agree that WSPay stores your card information so that we can more easily charge all your future transactions. Your card information is securely stored with WSPay, which is guaranteed by their PCI DSS certificate, and ASL AGENCY d.o.o. has no access to this information.

## 5. DESCRIPTION OF ACCOMMODATION SERVICES

The accommodation unit offered by the Agency is described based on the official classification of tourist institutions and in the light of the inspections carried out by the staff of the Agency to assess the actual conditions.

The apartments consist of a bedroom, a kitchen, a bathroom, and an external area (i.e. balcony, terrace, garden, or similar). Bed linen and towels can be found in the apartment. The kitchen is fully equipped and supplied with pots, cutlery, dishes and glasses, a stove and a fridge. If something is missing, guests must promptly report it. On the island of Losinj, tap water is drinkable.

Among the accessories, some apartments are equipped with SAT-TV, DVD player, air conditioning, coffee machine, toaster, microwave, kettle... Any additional devices must be requested at the time of booking. The standards of the accommodation unit, the food, the services, and the other characteristics are different from various places and countries and therefore not comparable. Each guest must be received in a clean and tidy accommodation unit and clean bed linen must be set available. The guests staying more than one week will be changed the towels and bed linen once a week.

## 6. PRICES

The prices indicated in the offer of the Agency vary from accommodation unit to accommodation unit and they relate to that specific accommodation unit. The prices relating to each single accommodation unit are expressed in foreign currency for

information purposes only based on the value of the exchange in force between Croatian kunas and foreign currency.

The Agency reserves the right to modify these prices, which are susceptible to 3% maximum fluctuations depending on the monetary exchange.

The payment is made at the agency in Croatian kunas based on the tariffs established by the lessor.

At our agency, you can change foreign currency into Croatian kunas.

The statement of stay costs 3.00€ and it is paid by the guests once.

The price includes the consumption of electricity, gas, and water.

The price of the apartment as reported in the price list is the price calculated for one day of rental of the apartment per person. Every lessor has the faculty to decide the price of his/her accommodation unit. In addition to the price indicated above for each apartment, there is an additional cost for the final cleaning that amounts to 20.00-100.00€, depending on the size of the apartment itself.

TURIST 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.

## 7. CITY TAX

For some accommodation units, the guests are required to pay a city tax in addition to the rental price of the accommodation unit.

The city tax provided for by the Croatian Law on City Taxes ranges from 1.10 to 2.00 EUR per person per day (adults only). Teenagers from 12 to 18 years of age get a 50% discount on these amounts, while children under the age of 12 years are not subject to the

charge. The amount of the city tax applicable to a specific reservation depends on the different locations in the Republic of Croatia and on the period of stay; it is paid - as per these Terms and Conditions - at the time of payment of the final amount of the accommodation unit. If not expressly indicated, the city tax is already included in the price.

## 8. ARRIVAL

Upon their arrival, the guests will have to go to the Agency or the lessor's. The apartments can be entered after 2 p.m. on the day of the beginning of the stay. Neither the Agency nor the lessor are supposed to accommodate the guests arriving before 2 pm.

Upon their arrival, the guests are required to give the documents of the occupants to the Agency or the lessor for their identification. The holders of credit cards are required to swipe their cards in the POS of the Agency so that this latter may receive the card data and use them for the payment of the accommodation unit based on the reservation.

After they have been received, the guests are accompanied to the accommodation unit set out in their reservation. For some types of accommodation units, the guests are required to leave a deposit of 100.00€ to the lessor or the Agency; any damage to the apartment will be retained therefrom. Failing any damage, the amount will be fully reimbursed to the guests.

## 9. DEPARTURE

The apartments must be left before 10:00 am on the final day of stay as reported in the reservation.

Upon their departure, the guests are obliged to allow the lessor to access the accommodation unit and let him/her check it. The guests are also obliged to leave the accommodation in the same condition in which they received it on their arrival.

Before the departure of the guests, the lessor will check the apartment and will have the right to retain any sums corresponding to the cost of the damage eventually caused by the deposit. If the apartment is not returned before 10:00 am, another day of stay will be charged.

## 10. PARKING

Given that most of the apartments have no designated parking place, the guests must leave their cars in the existing toll parking areas (cca. 5.00 to 10.00€ per day) or the public car parks available. The Agency is not obliged to ensure the parking for guests.

## 11. AIR CONDITIONER



If the lessor notices that the air conditioner of the accommodation unit is turned on and the windows are open when the guests are in or not, he/she will have the right to charge an amount of 5.00€ per day for the improper use of the air conditioner.

## 12. CLEANING

Housekeeping is performed on the day of arrival and departure by the lessor. If the accommodation unit has to be cleaned during the stay of guests, this must be arranged between the Guests and the lessor or the Agency. Bed linen is changed every seven days, while towels every three days.

In addition to the price indicated above, the additional final cleaning is paid separately. The prices of the final cleaning range from 20.00 to 100.00€ depending on the size of the apartment. The guests are required to leave the accommodation unit tidy.

The guests are required to clean personally the stove before their departure.

## 13. PETS

In the request sent to the Agency, it is necessary to indicate the species, the breed, and the dimensions of the pets because some apartments do not accept animals. The price for the stay of pets amounts to 5.00-15.00€ per day. It is prohibited to leave pets alone without the supervision of the owner in the apartment. In most beaches and restaurants, pets are not allowed. If at the time of booking the guests have not been notified of the presence of pets, the Agency or the lessor shall reserve the right to cancel the reservation at the moment of the arrival of the guests with pets.

## 14. COMPLAINTS

Complaints must be notified upon the occurrence of a problem and they cannot be communicated upon the departure of the guests to benefit from any discount. Please inform us of any problems and complaints at the time of their occurrence so that we can resolve them and meet the needs of both parties.

The guests are required to:

Comply with the rules of the house that are affixed in each accommodation unit and cooperate with the lessor in good faith;

Upon arrival at the accommodation unit being reserved or at the Agency, hand in their identity documents for purposes of identification and notification of arrival to the competent authorities. The documents will be returned to the guests within a maximum 12 hours;

It is prohibited to host several people higher than the one reported in the voucher or keep pets in the accommodation unit that does not allow it. In this case, the Agency will cancel the stay of the guests and will charge the full amount for the stay;

During their stay, or the latest the day before their departure, the guests are required to settle the Agency any amounts still due;

Upon the day of their departure, the guests are obliged to allow the lessor to access the accommodation unit and let him/her check it. The guests are also obliged to leave the accommodation in the same condition in which they received it on their arrival.

In the event of non-compliance with the above conditions, the guests will be charged with any additional costs and will reimburse the agency for any costs arising from the damage caused.

[Online Dispute Resolution \(ODS\) platform.](#)

## 15. DISPUTES

Any guest who has signed an agreement for the rental of an accommodation unit is entitled to contest any non-performance of the services provided. If the services set out in the agreement are not fully performed or are of poor quality, the guests can request the reimbursement of the related proportionally upon written notice.

To submit a non-compliance notice, the following procedures shall be carried out:

If the guests are not satisfied with the state of the accommodation unit, they shall promptly notify the Agency motivating their objections as soon as they arrive at the destination. If the guests

do not succeed in contacting the Agency, they shall submit their objections to the lessor. The guests are obliged to cooperate with the staff of the Agency and with the lessor in good faith to resolve the problems underlying the complaints. If the guests do not accept the solution proposed for the services being booked and paid, the Agency will not accept any subsequent complaints and shall not be obliged to provide any further replies on the account.

If the guests are not satisfied with the state of the accommodation unit when they arrive there, leave the accommodation unit and - on their initiative - find another accommodation unit, therefore not allowing the Agency to solve the problems underlying their dissatisfaction or to find them an alternative acceptable accommodation, the guests will not be able to request any reimbursement or compensation for damage regardless of any justification of their reasons of dissatisfaction.

If the problems underlying the dissatisfaction of the guests cannot be solved, the Agency undertakes to find an alternative accommodation unit for the guests.

The maximum compensation in the event of a dispute may amount to the amount paid for the services the guests have not benefited from and cannot include those who already benefited or the entire cost of the accommodation unit. The guests are not entitled to the reimbursement of any non-material damage.

## 16. PROTECTION OF PERSONAL DATA

The guests will provide their data of their own volition. The personal data of the guests are required for processing the performance of the services required and will be used for any subsequent communications. The Agency undertakes not to communicate the personal data of the guests outside of the Croatian territory or to any third parties except for the provision of the requested services (in particular for taking out insurance against the risk of cancellation, injury or disease, damage to or loss of baggage and health insurance during the journey and stay abroad). If the guests take out an insurance policy, the personal data will be transmitted to the insurance company. The personal data of the guests will be kept in the database by the provisions of the law on the treatment and storage of personal data. The guests give their consent to the processing of their data for the marketing operations promoted by the Agency.

## 17. DISCOUNTS

In the event of multiple promotions, discounts are not cumulative. Discounts do not apply to last-minute offers.

## 18. JURISDICTION

If the guests are not satisfied with the solutions proposed by the Agency, they will have the right to appeal for arbitration. Any disputes fall within the competence of the Court of Mali Losinj.

## 19. WARNINGS

By paying the deposit, the guests accept the full program and the terms and conditions set out above relating to the provision of the accommodation services by the Agency.