

## **General conditions on reservation of accommodation**

### **1. General regulations**

These general conditions are valid for all natural or legal persons (in the following text the Traveler), who arrange the booking or some other services through Tourist Agency ALDURA-SPORT (in the following text the Agency), presented on the Agency's Internet pages ([www.aldura-sport.hr](http://www.aldura-sport.hr)) or some other Agency's advertising material or pages. These general conditions are constituent part of the contract on travelling (in the following text Voucher) which confirms that the Agency arranged certain booking or some other service in the name or for the Traveler (in the following text the Reservation ) with the providers of the services (in the following text the Host). With the booking of the Reservation the Traveler confirms that he understood all the general conditions and that he will obey them absolutely. With the booking of the Reservation all these alleged general conditions become legally binding for the Traveler and the Agency. The Agency in this business stands as the intermediary.

### **2. The Agency's offer**

The Agency offers to the Traveler the accommodation and the other services presented on the Agency's internet pages or other promotional materials. The Agency signs with the Hosts a special contract on intermediation, fills in special questionnaires about the accommodation complex and about every accommodation unit and arranges with the Host the price of the accommodation unit. The Host obligates himself with his signature on the questionnaires and the contract, that all alleged data about his object and the accommodation units are true, responsible for the authenticity of the data and gives the Agency the authority to book the Reservations with the Travelers in his name. The accommodation units are described according to the official categorization of the authorized institution and according to the questionnaires filled by the Host. The Host guarantees that all the photos presented on the Agency's internet pages are authentic.

### **3. Agency's Obligations**

The Agency obliges itself to make the arranged Reservation realised, according to the traditions in the tourism industry. The Agency provides the services according to the information published on the day of the confirmation of the Reservation from the part of the Traveler except in the circumstances beyond its control. If some disagreement between the Traveler and the Host appears, the Agency obligates itself to help resolve the problem according to the mutual pleasure.

### **4. The price of the service**

The price for every accommodation unit is nominated on the price list at the bottom of the description of the certain object. The price is connected with the presented service (only bed, bed with breakfast, half-board or similar) and presented equipment of the accommodation unit. The price includes the fee which the Traveler has to pay to the

Agency for its services. The other services not alleged on the price list have to be paid additionally. The prices nominated on the Agency's internet pages are arranged on the basis of the contract with the Hosts and our partners and does not have to match the prices published on the price list in the facility in which the Traveler sojourn. The eventual difference in the price can not be the subject of the complaint. The prices are appointed in EUR. The Agency keeps the right to change the prices. The Travelers who already made the down payment or paid the total amount for the Reservation the Agency guarantees the service according to the agreed price.

#### 5. Sojourn tax (BP)

The Traveler pays the sojourn tax together with the payment of the last amount of money in the name of the Reservation. If included in the price, this will be noted below the price listed.

#### 6. The rights and the obligations of the Traveler

The Traveler realizes the Reservation according the determined conditions with the Agency nominated in the reservation confirmation issued in his name. If the Traveler wants to change the conditions from the reservation confirmation (greater number of persons than at the moment of the agreement of the reservation, enlargement of the sojourn etc. ) he has to inform the Agency which will arrange the new price and realize the change if possible. The Traveler has the right to use the total presented equipment of the certain accomodation unit according the prices arranged. If he wants some additional services, which are out of the agreed conditions, he has to make the agreement with the Agency and the Host. At the moment of arrival in the accomodation unit, the nominated has to be clean and equipped with the clean laundry, towels . The laundry and the towels have to be replaced with the clean ones every seven days. The Host is obligated to allow to the Guests undisturbed usage of the accomodation unit. The Traveler is obligated to respect the house order and also all the laws of the Republic of Croatia.

#### 7. The process from the quest to the Reservation and the models of payment

The Agency receives the quests from the Travelers by e-mail, telephone, or in the written form or personally in the Agency's office, than it inquires the availability of the certain service and informs the Traveler about the information received. If the Traveler expresses the wish to make the Reservation for the determined term and the determined service in his name, than it makes the alleged term and the service booked on his name. After the confirmation of the Reservation the Traveler gets the instructions for the advanced payment which has to be realized within the deadline announced by the Agency. After the reception of the payment the Traveler will get from the Agency the written documents about his payment.

#### Model 1.

The Traveler pays 50% of the price on the Agency's account after the agreement of the Reservation and the remaining 50% at the day of the arrival or the first day of the stay. After the reception of the advanced payment the Traveler will get the reservation confirmation with all the data about the Reservation. The receipt will be issued upon complete payment.

#### Model 2.

If there are less than 30 days to the beginning of the Reservation the total amount together with the sojourn taxes has to be paid immediately on the Agency's account. After the payment the Traveler gets the reservation confirmation. The receipt will be issued upon arrival. If there are less than 10 days to the beginning of the Reservation the Traveler is obliged to send by fax the prove on his payment to the Agency. The Traveler has to pay all expenses of the money transfer including bank provision.

#### 8. Cancelling of Reservations

If the Traveler would like to cancel already paid Reservation the next cancelling expenses are valid:

- 30% of the total amount of the Reservation if the same has been cancelled to 30 days prior to the beginning date of the service.
- 50% of the total amount of the Reservation if the same has been cancelled 29 to 15 days prior to the beginning date of the service.
- 75% of the total amount of the Reservation if the same has been cancelled 14 to 7 days prior to the beginning date of the service.
- 100 % of the total amount of the Reservation if the same has been cancelled 6 to 0 days prior to the beginning date of the service.
- All costs of the money refund are the Traveler expenses.
- The Agency leaves the possibility to the Traveler, not in position to consume the Reservation that he can find another Traveler for the Reservation. The new Traveler accepts all the conditions of the Reservation and accepts this general conditions.

#### 9. Check in, check out (arrival hour and departure hour in the accommodation unit)

The Travelers enter in the reserved accommodation after 13,00 of the first day of the Reservation and leave before 10,00 in the morning of the last day of the Reservation unless agreed otherwise. The Traveler has to come in the reserved unit until midnight on the day of the beginning of the Reservation or has to inform the Agency about the delay. If does not do so the Reservation is considered cancelled and the cancelling expenses has to be counted.

#### 10. The right of the Agency on changes and cancelling

If the Agency notices possible problems in getting the Reservation realized it is obliged to inform the Traveler about that and recommend another accommodation. In the case that it is impossible to realise the other accommodation the Agency obliges to make the refund of all paid amount from the Traveler to the Agency. If any kind of unpredictable problem which is not possible to prevent occurs at the day of the beginning of the Reservation, so it could not be realized than the Agency will try to find replacement accommodation from its offer. If that solution could not be realized than it will try to help the Traveler to find the alternative accommodation and make the refund of the amount paid on the Agency's account.

## 11. Complaints

If there could be seen some failures upon the arrival in the accommodation unit the Traveler is obliged to contact the Agency upon the issue immediately and cooperate with the Agency and the Host in the good faith that the problem will be removed. If the failures could be removed and does not disturb further consumption the Traveler has no right on further complaints. If the failures could not be removed and they influence the quality of the Reservation, the Traveler has to send written complaint about the issue within 7 days upon his return from the vacations and the end of his Reservation and therefore can ask for a adequate refund. The complaint has to be explained with reasonable correct arguments.

## 12. Other terms

The Agency obligates to protect the personal data about the Traveler and that it will use them with the purpose of Reservation. If the Traveler books the Reservation at the period of some discount than he consumes the Reservation under those conditions. Different actions do not add. The Agency and the Traveler will try to solve eventual problems with mutual agreement and that is not possible than the Court in Supetar is in the charge of the case and the Croatian juridistic laws.

## 13. Insurance

According to the present croatian laws the Agency is obliged to offer the Travellers the package of travel health insurance. The Agency has the contract with the Insurance company Allianz Zagreb d.d. and is authorised to offer the Travellers the insurance policys of packages on the travel insurance. The Agency in this bussiness works as the intermediary which contracts the insurance policys in the name and for the account of the insurer , according to the prices of the same.

The package of travel health insurance consists of:

- a. Health insurance
- b. Insurance from the cancelling of the travel
- c. Insurance of luggage

Insurance must be contracted at the moment of concluding the Reservation and must be paid at the moment of paying the first amount of money for the determined Reservation.

With accepting the Reservation and receiving the reservation confirmation whose component parts are these General terms, it is considered that the Agency has offered and recommended to the Traveller the payment of the travel-health insurance. The Traveller doesn't have to pay all the insurances offered but only those which he wants.

**A Guest accepts these Conditions of reservation by paying a deposit.**