

General business conditions for Vila Sabrina in Selce

§ 1 Validity of general business conditions

- (1) These general conditions for the accommodation of guests shall apply for contracts on the rental of holiday apartments for the accommodation and all services and deliveries of the provider for the guest. Services of the provider shall only be provided in accordance with these general business conditions.
- (2) Subletting or re-letting of the rented holiday apartment and use other than accommodation of the guest requires a previous written agreement of the provider.
- (3) Business conditions of the guest shall only apply if previously agreed. Derogations from these conditions shall only apply if expressly confirmed by the provider in writing.

§ 2 Hosting agreement

- (1) A hosting agreement is considered concluded when the provider confirms the booking of the guest per telephone or in writing per post, e-mail and/or fax, consequently confirming the booking (application acceptance).
- (2) The provider and the guest are the contractual partners. If a third person concluded the order for the guest, the former and the guest shall be held liable to the provider for all obligations arising from this contract if the provider has a suitable declaration of the third person.
- (3) The guest undertakes to verify the correctness of the booking confirmation. If the booking confirmation derogates from the booking by the guest in its content and if the guest does not raise objection, the content of the booking confirmation shall apply as the subject of the contractual agreement.

§ 3 Services, prices, payment and compensation

- (1) The provider undertakes to keep the holiday apartment booked by the guest available and guarantees that agreed services shall be performed. The holiday apartment shall meet standards in regards to the equipment of an average rental apartment. The provider shall take responsibility only for exclusively agreed equipment properties and not for subjective equipment quality (e.g. ventilation).
- (2) The guest undertakes to pay the price for the lease of the holiday apartment and the use of agreed services of the provider. This shall also apply for all services and all expenses that the guest ordered for third persons.
- (3) All prices include the statutory value added tax.
- (4) The guest is obliged to provide truthful information in regards to the number of people occupying the apartment. The apartment is available for the maximum number of persons listed in the booking confirmation in accordance with the first paragraph of Article 2. The occupancy of an additional number of persons requires a prior written consent of the provider. In such case, the price for the lease of the apartment increases above the general calculated price that the provider determined for the lease of an agreed number of persons.
- (5) If the period between the conclusion of the contract and the performance of the contract exceeds four months and the price generally charged by the supplier for such services increases, the supplier may suitably increase the contractually agreed price, however, not by more than 10%.
- (6) The payment of the agreed price for the rental of the holiday apartment as well as for the performance of additional services agreed with the guest is due at the latest on the day of arrival upon handover of keys. The payment shall be made in cash at this time, unless the provider has expressly agreed with the guest regarding a different payment method. Credit cards and debit cards cannot be accepted as a form of payment when arriving at the location.
- (7) The provider reserves the right to demand a reasonable prepayment on the price agreed for the rental of the apartment and the performance of additional services prior to the guest's arrival. If an advance payment in accordance with Article 2 (1) is required with the booking confirmation, the prepayment is due on the 8th day after the booking confirmation has been sent. If the provider cannot record a payment until the 8th day after the booking confirmation has been submitted, and if the payment is not made after expiry of a reasonable grace period set by the provider with a threat of cancellation, the provider is entitled to terminate the contract and shall inform the guest thereof in writing. Article 5 (3) shall then apply mutatis mutandis, provided that the 8th day after the transmission of the booking confirmation is deemed to be the day of the cancellation.
- (8) The guest can only set off an undisputed or legally established claim against a claim of the provider.

§ 4 General rights and obligations; house rules

- (1) The guest shall treat the rented apartment and its inventory with care. The guest shall comply with the house rules. Sleeping hours are between 10 p.m. and 7 a.m. During this time, special consideration shall be given to roommates and neighbours. The volume of the TV and audio equipment shall be set to low.
- (2) During the rental of the holiday apartment, the guest is obligated to close all windows and doors when leaving the apartment, to set all the heaters to a low setting, and to turn off the lights and electronic devices.
- (3) Accommodation of any animals in a holiday apartment is only allowed after a prior written permission by the provider. For the accommodation of animals, the service provider may request a surcharge. If animals are accommodated without a prior approval of the provider, the latter may charge a cleaning fee in the amount of up to € 200.00 (net).
- (4) There is a smoking ban in the holiday apartment. In the event of violations, the provider may charge a flat-rate cleaning fee in the amount of up to EUR 200.00 (net). Smoking is only permitted on balconies and terraces.
- (5) The use of the internet is only permitted if the use of the internet does not violate the law and after concluding an agreement on the use of the internet which includes stating the passport number. Criminal offenses (in particular illegal transfers, illegal opening of websites) will be reported to the police and prosecuted. Guests alone shall be liable for the illegal use of the internet.
- (6) Installing and attaching any materials for the purpose of decoration or the like in the holiday apartment is not permitted. The guest is liable for the installed or attached decoration or the like and excludes the provider for claims of third parties. They are also obliged to compensate for damages caused by the installation and/or attachment of decoration or similar.
- (7) The provider has a right to access the apartment at any time, especially in case of immediate danger. When exercising the right of access, the interests of the guest which should be protected shall be taken into account. The provider will inform the guest about exercising the right of access in advance, unless this is unreasonable or is impossible in the given circumstances.

§ 5 Contract termination (termination; cancellation)

- (1) A contract termination by the guest concluded with the provider requires a written consent of the provider. If the consent is not given, the price agreed in the contract is payable even if the customer does not use the contractual services. This shall not apply in cases when it is impossible for the provider or the person representing the provider to provide a service.
- (2) The guest can, without exercising the rights to payment or damage claims of the provider, terminate the contract only up to 4 weeks after receipt of the booking confirmation. This shall be done in writing.
- (3) If the guest does not use the holiday apartment, the provider has to take into account the income received from other rental of the holiday apartment and the saved expenses.
- (4) If the guest does not arrive by 10 p.m. on the day of arrival at the latest or at least 60 minutes after the time agreed in accordance with § 7 (1) without having cancelled the contract, the contract shall be considered cancelled. Paragraph 3 shall apply accordingly. In addition, the provider may charge the guest an administration fee in the amount of € 100.00 (net).

(5) If a right to withdraw of the guest was agreed in writing within the time period determined in the paragraph 2, the provider is in turn entitled to unilaterally withdraw from the contract in this time period, if there are requests from other guests for the booked apartment and the guest does not waive their right to resign upon request of the provider.

(6) Additionally, the provider is entitled to withdraw from the contract or to make an extraordinary termination for objectively justified reasons for example in the following cases: a) force majeure or other circumstances which the provider cannot influence and make the fulfilment of the contract impossible, b) if the holiday apartment was booked with misleading facts regarding the number of guests, the purpose of accommodation or the accommodation of animals c) the holiday apartment is used for other than for residential purposes, d) the provider has reasonable grounds to believe that the use of the service would jeopardise the security or the house rules of other guests or neighbours or the reputation of the provider in the public, without this being attributable to the fault of the provider or the organisation of the provider.

§ 6 Liability; statute of limitation

(1) The provider is liable for their obligations from the contract. The liability is limited to intent and gross negligence of the provider, if they are not absolutely liable in accordance with statutory provisions. Should faults or defects of services of the provider occur, the provider shall make an effort to eliminate the fault or the defect of which they learned themselves or of which the guest notified them. The guest is obliged to do everything in their power to eliminate the fault or defect and to minimize any possible damage.

(2) The provider is not liable for any items brought by the guest; these are not considered as brought in items within the meaning of §§ 701 of BGB. Liability of the provider in accordance with these regulations is thus expressly excluded. This shall also apply to valuables that the guest stores or leaves in the apartment.

(3) The guest is liable for all damages that they, their fellow travellers or visitors culpably cause in holiday apartment, and/or to the inventory in the holiday apartment. The guest is recommended to conclude a private liability insurance. The guest is obliged to inform the provider of any damage immediately. This especially applies to damages that may affect other apartments in the building (e.g. water damage, fire damage).

(4) Claims of the guest expire after six months, unless the provider is liable for intent. Claims of the provider expire in the respective statutory time period.

§ 7 Arrival and departure, key collection; late departure

(1) On the day of arrival, the apartment shall be available from 2 p.m.

The arrival must take place before 10 p.m., unless otherwise agreed with the provider. An arrival before 2 p.m. is only possible if agreed in advance with the provider.

(2) If arrival between 10 p.m. and 8 a.m. is agreed and takes place during that time, a surcharge of € 30.00 shall be charged.

(3) The guest shall present the provider their valid identity card or passport upon arrival.

(4) The provider may request a payment of a deposit in the amount of € 200.00 upon arrival. The provider refunds this deposit in case of a timely departure from the apartment and returning of all keys on the day of departure and if the guest caused no damage to the apartment, unless otherwise agreed with the guest. If any damage was caused to the holiday apartment and/or the inventory, the guest shall make a cash reimbursement for the damages caused (§ 249 paragraph 2 of BGB).

(5) On the day of departure, the guest must vacate the apartment by no later than 10 am. In case of a delayed departure from the apartment, the provider is entitled to an additional payment from the guest. This shall amount to:

a) € 50.00 (net) in case of an departure after 10 am but before 12 noon;

b) 100% of the agreed accommodation price per night if departure is after 12 noon. In addition, the provider is entitled to compensation for all further damages caused by a late departure.

(6) The departure pursuant to paragraph 4 shall only be deemed fulfilled when all keys have been returned to the provider or their representative. If previously agreed with the provider, the guest may leave all the keys on the table in the apartment and close the door. While doing so, the guest is obligated to check if the door is properly closed.

(7) If the guest loses one or several keys, the guest shall pay the provider for damages of manufacturing new keys or if necessary, for the installation of new locks.

§ 8 Data protection

Personal data provided by the guest will not be passed on to third parties by the provider, unless this is necessary for the performance of the contract.

§ 9 Final Provisions

(1) Amendments or supplements to the contract, the booking confirmation or these General Terms and Conditions shall be concluded in writing. Unilateral amendments or supplements by the guest shall not apply.

(2) Place of fulfilment and payment is Selce (Croatia).

(3) These General Terms and Conditions shall only apply for the personal use of the guest. A commercial use by third parties is strictly prohibited.

(4) Should one of the above provisions be or become invalid or void, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by a provision which comes closest to the purpose of the provision to be replaced. For everything else statutory provisions shall apply.