

General Terms & Conditions

Private accommodation, apartment, hotels, villas, country homes and holiday homes

1. General Terms

These General Terms and travel regulations are a component part of the Agreement, in other words the voucher, between company Vip holiday booker d.o.o., Poljička cesta 20A, 21 000 Split, ID code: HR-AB-21-060290862 (hereinafter: the Agency) and the travel contractor (hereinafter: the Traveler). These General Terms and Conditions define the conditions with which the Agency enters into a contract with the reservation holder, which differ in terms of legal liability. For reservations, where the Agency offers additional services, other than accommodation contractually performs as an organizer, while in all other cases the Agency acts as an intermediary (for accommodation sales). All the information and terms in the program and these General Terms are binding for both the Agency and the Traveler.

2. Offers

The Agency ensures services according to the information published and valid at the time of the reservation confirmation, and according to the description and travel period in accordance with confirmed reservations except in circumstances beyond our control such as illness or death of the service provider or his/her immediate family, outstanding circumstances which cannot be foreseen nor eliminated (natural disasters such as earthquakes, floods, sanitary disruptions, fires, droughts, wars, strike, terrorist actions and limitations issued by the government mobilization, country exit ban).

3. Reservations and payment

Inquires and accommodation reservations can be made via e-mail, by phone call or in writing at any of the Agency's branch offices as well as at the offices of our partner travel agencies. By confirming a reservation, the Traveler confirms that he/she is aware of the General Terms and conditions of the travel services and fully comprehends and accepts these terms which are binding for both the Traveler and the Agency.

The Agency provides the Traveler with the appropriate materials in electronic form, presenting all relevant information regarding the trip, and provides or points out the general terms and conditions of the trip which are an integral part of this Agreement, as well as offers a travel insurance package. To book accommodation Traveler is obligated to pay an advance - deposit of at least 20% of the total value of the price of accommodation for the selected period unless otherwise stated during the booking process and the remaining 80% of balance payment of the total value of the price for accommodation 42 days before arrival day. For last minute booking made 42 days before arrival, traveler is obliged to pay 100% of the value of the price of accommodation for the selected period to realize booking. The mentioned models of payment apply to all accommodation unless otherwise specified and with which the Traveler was introduced while confirming the reservation. The Traveler is obligated to provide any information required for the reservation process.

The service provider reserves the right to withhold service to the Traveler if the Traveler brings a pet to the accommodation without previously notifying the Agency or the service provider. In this case, the Agency is not obligated to accept complaints made by the Traveler on the quality of the booked accommodation or services.

Promotions and discounts cannot be aggregated with each other or combined. Each reservation can contain only one discount.

4. Sojourn tax

According to the Law on sojourn tax of the Republic of Croatia, the Traveler is obligated to pay the sojourn tax along with his/her accommodation payment. According to the Law on sojourn tax of the Republic of Croatia, the sojourn tax is from 2,00 to 7,00 Kuna per person per day for adults. Adolescents from the age of 12 to 18 (but not after they have turned 18) are entitled to a 50% discount, while children under the age of 12 are exempted from paying the sojourn tax. The total amount of the sojourn tax for a specific reservation is determined by the destination in the Republic of Croatia as well as the accommodation service dates.

5. Rates

The price of the service includes the basic service as described in the price list for the reserved accommodation unit. Special or extra services are those services which are not included in the base price of the accommodation (marked as different kind of possible services in the description of the accommodation unit or Price List/Rates or additional services that are available through prior notification and additional payment) and as such are to be paid by the Traveler along with the reservation amount or at the spot, as indicated in our offer. Special and extra services/requests must be requested or announced during the reservation process.

The average cost of electricity, water and gas is included in the price of the accommodation as are all the sheets and bedding items, final cleaning and other added services which are noted in the description of each accommodation unit. The Traveler is obligated to leave the premises clean and tidy before departure, regardless of the final cleaning charge set by the proprietor. Final cleaning includes washing and stacking of dishes, trash removal and sweeping all the rooms in the accommodation unit so that the accommodation unit is left neat and tidy.

The service rates are stated in Euros. The Agency reserves the right to change the published rates. Travelers who have paid the deposit for a certain reservation are guaranteed by the Agency the accommodation rate listed on the calculation based on which the deposit payment was made. Should rate changes occur prior to the deposit being paid, the Agency is obligated to inform the Traveler of these changes. All involved parties accept that the Agency reserves the right of changing the rates no later than 20 days prior to the beginning of the service if the following occurred after the reservation confirmation: changes in the foreign exchange rate, Should the price of the paid reservation amount increase for more than 10%, the Traveler has the right to cancel his/her reservation and is also entitled to a refund without any additional compensation.

The rates listed in our offers and programs are formed according to agreement made with our contractors and do not necessarily match the rates stated on the spot at the accommodation unit in which the Traveler resides. Possible differences in rates cannot be subject to complaint. Should the number of people arriving to the reserved accommodation unit exceed the number indicated on the travel documents (voucher), the service provider has the right to withhold service to unannounced Travelers or accommodate all Travelers provided that additional payment for the unannounced Travelers is made on the spot. In this case, the agency does not acknowledge any complaints for quality or services provided at the booked accommodation.

6. Categorization and service description

The offered accommodation units are described in accordance with the official categorization of the proper authority, as well as the actual state of the unit at the time of its publication. The standards of the accommodation, food, services and the like vary depending on the destination/country and are not subject to comparison. The information provided to the Traveler at the point of sale does not obligate the Agency any more than the information stated on the web pages of www.vipholidaybooker.com or in the catalogue or other printed materials of the Agency.

A parking place is secured only if the service provider has one available parking space for each accommodation unit on the premises or in its vicinity. A secured parking place does not necessarily mean that it is located in the yard of the premises, in a guarded, fenced or covered area.

Accommodation that is wheelchair accessible, but not necessarily completely adapted must possess the following characteristics:

- position of the accommodation unit is on ground floor (up to a maximum of 2 steps at the entrance to the accommodation unit)
- size of the accommodation unit is suitable for movement of a person in a wheelchair (minimum door width is 75cm, spacious bathroom, which is not necessarily equipped with adequate handles and bars)

7. Obligations of the Agency

The Agency's obligation is to provide services as well as selecting the service provider while taking into consideration the rights and interests of Travelers in accordance with the traditions of the tourism industry. The Agency will fulfill all the above mentioned obligations as described, except in circumstances beyond its control (Article 2) in which the Agency will proceed as stated in Article 12.

8. Obligations of the Traveler

The Traveler is obligated to:

- have valid travel documentation
- respect and abide by all customs and foreign exchange regulations of the destination country
- respect and abide by all customs and foreign exchange regulations as well as the laws and other regulations of the Republic of Croatia as well as other countries through which he/she passes through or resides in. Enquire whether or not he/she requires a visa for the destination country as well as neighboring countries. In the event the Traveler is unable to continue the trip as a result of being in direct violation of these regulations, the Traveler is responsible for all related expenses.
- abide by house rules of the accommodation unit as well as cooperate with the service provider in a well-intentioned manner
- present the service provider with the document proving paid service (voucher received via e-mail or fax)
- pay the balance of the reservation as stated on the travel document (voucher)
- announce the intention of bringing a pet into the accommodation unit, even if the accommodation unit is described as a pet friendly accommodation, as well as announce the type and size of the pet. Even though pets might be permitted, there are house rules which must be followed and respected. For majority of pet friendly accommodation units an extra fee is applicable which is paid on the day of arrival directly to the service provider. The Traveler will receive information from the agency in advance about the pet fee which is to be paid on the day of arrival.
- if the Traveler has an intention to arrive with more persons than listed as the maximum capacity of the accommodation unit he is obligated to inform the agency immediately upon sending an accommodation request, even if the persons are minor children. The possibility of staying with a larger number of people solely depends on the goodwill of the accommodation service provider and does not exclude additional payment. There are no rules under which minor children can stay free and without notice in the accommodation unit.

If the Traveler does not follow these regulations, he/she will be held responsible for any expenses or damages. By confirming a reservation, the Traveler has agreed to compensate the service provider on the spot for any potential damages caused by his/her own negligence.

9. The Traveler's right to changes and cancellations

In the event the Traveler wishes to change or cancel a confirmed reservation he/she must do so in writing (via e-mail or fax). Changes or cancellations by telephone are not permitted and will not be accepted. In the event that the Traveler should request to make a change or cancel a confirmed reservation, the date on which the written cancellation is received, during regular Agency's working hours, will represent the basis for the cost calculation. If the written cancellation is received outside regular Agency working hours, the cancellation date which will represent the ground for calculating cancellation costs will be the following working day of the agency. In the event that the Traveler cancels a confirmed reservation of a private accommodation up to 72 hours after making the payment, provided that there is at least 40 days left between the date of the cancellation and the beginning service date of the reservation in question, the Agency shall issue a refund of the paid amount to the Traveler within 7 working days. This is only valid for first cancelled reservation.

In the event that the Traveler should request to change the number of persons, the arrival or the end date of a confirmed reservation, provided that the change is possible, the following conditions will apply:

- more than 30 days before arrival, if the new reservation amount is of equal or greater value than the original reservation amount, the Agency will charge only the price difference
- more than 30 days before arrival, if the new reservation amount is less than the original reservation amount, the Agency will charge a 25,00 EUR change fee. Eventual price difference will be refunded to the Traveler.
- from 29 to 7 days before arrival, if the new reservation amount is of equal or greater value than the original reservation amount, the Agency will charge only the price difference.
- from 29 to 7 days before arrival, if the new reservation amount is less than the original reservation amount, the Agency will make a change according to the Travelers request, but the amount of the reservation will not be reduced
- reservation changes from 6 to 1 days before arrival are not possible.

In the event that the Traveler requests to change the confirmed accommodation unit to an accommodation unit within the same building of the same service provider, provided that the change is possible, the Agency will charge a 15,00EUR change fee and any price difference.

In the event that the Traveler requests to change a confirmed accommodation unit to an accommodation unit of a different service provider, the change will be treated as a cancellation and the Cancellation terms stated below will apply.

If a reservation change is not possible and the Traveler cancels the confirmed reservation, the Cancellation terms stated below will apply.

If the client requests change of the reservation transfer up to 48 hours before arrival, and change is possible, the agency will charge an administrative fee of 15 EUR, and a possible difference in price. Changes less than 48 hours before transfer are not possible.

Cancellation terms:

Private accommodation - apartments and rooms, hotel rooms

- 1) For cancellation of accommodation the cancellation charges are as follows:

- for a reservation cancelled up to 30 days prior to the beginning date of the service at least 20% and the most 40% of the total amount of the reservation. The amount of cancellation is equal to the amount paid for the booking confirmation.

- for a reservation cancelled from 29 to 0 days prior to the beginning date of the service 100% of the total amount of the reservation will be charged

- if the Traveler does not arrive to the destination or cancels the service of the accommodation after it began, 100% of the total amount of the reservation will be charged

Villas, country and holiday homes

- for a reservation cancelled up to 40 days prior to the beginning date of the service 40% of the total amount of the reservation

- for a reservation cancelled up to 39 to 0 days prior to the beginning date of the service 100% of the total amount of the reservation will be charged

- The guest is obligated to pay the full amount or the balance payment of the total reservation no later than 40 days prior to the beginning date of the service.

- Note: All of the above conditions apply to all types of facilities unless otherwise stated during the booking process

Transfers

2) In case of cancellation of a confirmed reservation transfer, the following fees are charged:

- for a reservation canceled up to 72 hours prior to the beginning date of the service, the administrative costs in the amount of 15 EUR will be charged

- if the Traveler does not arrive to the transfer destination or cancels the service within 72 hours before it begins, 100% of the total amount of the reservation will be charged

For every cancelled accommodation reservation the Agency charges a fee of 25 Euro for handling expenses. If the Traveler is entitled to a partial refund after cancelling his reservation, the agency will make a refund within 45 days.

In the event that the Traveler cancels a reservation for which he/she paid 20% of the total booking amount, and the actual cancellation costs exceed the amount already paid for the reservation, the Agency reserves the right to charge the actual costs incurred which will be calculated in accordance with the Cancellation terms described in Article 9 of these General Terms and conditions. The Agency will issue an invoice to the Traveler which he will be obligated to pay within 14 days of receipt thereof. In the event the Traveler must cancel a reservation within 7 days before the beginning date of the service, the Agency offers the Traveler the possibility of finding a new Traveler/User for the same reservation if possible (this depends on the service provider). In that case, the Agency will only charge the actual cost of the passenger change. The new reservation holder accepts all the obligations stated in these General Terms and Conditions.

In the event the Traveler does not arrive to the accommodation by midnight on the beginning date of the service, without contacting the Agency or the service provider, the reservation will be cancelled and the corresponding cancellation fees will be charged according to the above mentioned terms. Should the actual costs exceed the amount paid for the reservation, the Agency reserves the right to charge the actual costs incurred and will send an invoice to the Traveler which he will be obligated to pay within 14 days of receipt thereof.

The Agency is not obligated or responsible for reimbursing the Traveler for the cost of his/her travel documents or visas relating to the reservations cancelled by the Traveler.

10. Travel insurance

The cost of the trip does not include the travel insurance package: insurance against accidents and illnesses that may occur during the trip, damage or loss of luggage or voluntary health insurance. Should the Traveler request additional insurance, arrangements can be made directly with the insurance company or at the Agency itself wherein the Agency acts only as a mediator. Please read the insurance Terms and Conditions carefully before purchase.

The cost of the trip does not include cancellation insurance. Should the Traveler, during the reservation process suspect that due to certain reasons he might cancel his trip the agency recommends purchase of cancellation insurance. Cancellation insurance cannot be paid for after the reservation has been made, only during the booking process.

Should the Traveler not have cancellation insurance and is unable to travel the Agency reserves the right to refund the Traveler according to the cancellation terms listed in Article 9 of this Agreement. In the event of a reservation cancellation, visa application costs and other travel document costs are non-refundable even if the Traveler has cancellation insurance. If the Traveler has a cancellation insurance policy, the Traveler must file all claims with the insurance company which issued the policy, while the Agency is obligated to provide all necessary documentation relating to the claim and the reservation in question. All other insurance terms and conditions are enclosed with the insurance policy and the Agency recommends that Travelers read them more carefully.

11. Luggage/baggage

Each Traveler is responsible for lost, damaged and/or stolen property left unsupervised. The Agency is not responsible for lost, damaged or stolen luggage, nor for stolen luggage or valuables kept in the accommodation unit (we recommend renting a safe if possible or buying an insurance package which would include luggage insurance). Lost or stolen luggage is to be reported to the accommodation service provider or to the relevant police station.

12. The Agency's right to changes and cancellations

The Agency reserves the right to make changes of reservations in the event of circumstances which cannot be predicted, avoided or eliminated (see Article 2). A reserved accommodation unit can only be changed with prior notification to the Traveler for an accommodation unit of the same category or of a higher category and at the price at which the Traveler confirmed the reservation. If the replacement accommodation is only possible in a higher-category unit where the price is 15% higher than the price of the paid reservation, the Agency reserves the right to charge the Traveler for the

difference in agreement with the Traveler. In the event a replacement accommodation unit cannot be arranged, the Agency reserves the right to cancel the reservation and notify the Traveler prior to the beginning of the service and guarantees a full refund of the paid amount. If the Agency cancels a reservation, the Traveler is not entitled to any compensation from the Agency and the Agency is only obligated to refund the amount paid to the Agency's account. If an adequate replacement unit is not available on the day of the commencement of the service, the Agency will make an effort to provide the Traveler with information on possible alternative arrangements which are not a part of the Agency's offer and will refund the Traveler with the full amount paid for the reservation.

13. Handling/filing complaints

Each Traveler - reservation holder has a right to file a complaint if the paid services were not provided. If the services provided are not satisfactory, the passenger is required to immediately notify the Agency about the inadequate service and file a complaint on the day of his/her arrival at the location to the service provider and to inform the Agency office by email at info@vipholidaybooker.com or by phone at +385 (0)21 274 401 (customer service working hours 08:00-16:00). The Traveler is obligated to cooperate with the Agency representative as well as with the service provider in a well-intentioned manner so that the cause of the complaint can be resolved. If upon arrival the Traveler is not satisfied with the state of the accommodation and leaves the accommodation on his own initiative and finds another accommodation without giving the agency a chance to resolve the issue, correct the cause of the discontent, or find another accommodation for the Traveler, the Traveler does not have a right to request a refund or make a claim for compensation, regardless of the fact that his/her reasons were justified or not.

Should the Traveler accept the proposed solution which corresponds with the service rendered on the spot, the Agency will not take additional complaints into consideration or respond to them.

If the problem is not resolved on the spot following an intervention, the Traveler is obligated to submit a written complaint along with supporting documents as well as any photographs to support the complaint to the agency by e-mail at info@vipholidaybooker.com or by post mail no later than 8 days following the return of the Traveler from his/her trip. The Agency shall only take into consideration fully documented complaints which are received within the 8-day deadline.

The agency is obligated to make a written solution to the complaint within 14 days of receipt of the written complaint. The agency can postpone the deadline in order to collect the evidence and check the claim quotes with the service provider but not for more than 14 days. The agency will take into consideration only those claims whose cause could not be resolved on the spot.

Until a decision has been made by the Agency, in other words for the duration of the 14/28 days after the complaint has been filed, the Traveler relinquishes the right to involve a third party, the arbitration of the UHPA or other institutions, publicly disclosing information as well as filing suit. The highest amount of compensation per complaint can amount to the complaint portion of the service and cannot encompass the used portion of the service or the total amount of the service. The law of tourism excludes the Traveler's right to be compensated for ideal damages.

If the Traveler is not satisfied with the answer from the organizer, and has used services from an agency that is a member of UHPA and complained with the above mentioned guidelines for the implementation process of the complaint, the Traveler can appeal to arbitrage UHPA. In accordance with the Rules of Arbitration, the entire process should be completed within a month. During this process the organizer will either agree on the damages or the Traveler will with a small fee, learn that even in court, to which the Traveler can still appeal, there is almost no chance of winning the lawsuit. The Agency cannot be held responsible for climate conditions, cleanliness, and the temperature of the sea, nor for other similar situations and events which can result in the dissatisfaction of Travelers and are not a direct result of the accommodation unit (for example, bad weather, improperly maintained beaches, crowds, lost or stolen property and such).

If the Traveler decides to book the special LAST MINUTE, FIRST MINUTE or SPECIAL OFFER deal, then he accepts all risks of such travel. These journeys include uncertainty of facts upon which the agency

cannot influence, and the Traveler primarily due to the price accepted such a trip and therefore has no right to the refund of payment or any complaint to the agency.

14. Personal information security

The Traveler provides personal information of his/her own free will. Personal information is required for processing requested services. The same information shall be used for inter-communication. The Agency is under obligation that the personal information of the Traveler will not be taken out of the country or given to a third party except for the purpose of carrying out requested services. The personal information will be kept in a database in accordance with the Management's decision on the method used for collecting, processing and securing personal information. With the acceptance of these General Terms, the Traveler gives permission for his/her personal information to be used for promotional offers of the Agency.

15. Note

Paying a deposit or payment in full signifies that the Traveler fully comprehends and accepts the aforementioned terms.

16. Court jurisdiction

The Traveler and the Agency will aim to settle possible law suits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the Split Court jurisdiction, under the authority of the laws of the Republic of Croatia.