



1. GENERAL

Gode Gate acts as an agent for the property owner of accommodation featured on our website. Your contract is with the property owner. This contract incorporates all the conditions below. Gode Gate is not a management company.

2. MAKING A BOOKING AND PAYMENT

2.1 Once you have made a provisional reservation with us we will ask you to confirm your booking by e-mail or fax. This must be from the first named person on the booking ("the party leader"). The party leader must be at least 18 years of age and must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking. By confirming the booking details with Gode Gate the party leader confirms that he/she is so authorised and that all party members agree to be bound by the booking conditions.

2.2 The party leader is responsible for making all payments due to us. Once an invoice has been sent out from Gode Gate a minimum non-refundable deposit of 30% of the rental cost must be sent. A higher deposit may be required where additional terms have been imposed on us by the property owner. You will be notified of any unusual deposit conditions prior to confirmation by us of your booking. The balance of your booking must be received not less than 8 weeks prior to your From date at the villa, a reminder invoice will not be sent. If booking within 8 weeks of From, the full cost of the villa must be paid at the time of booking. You may make a booking over the telephone or via our website <http://www.godegate.eu> Bookings received in this way are provisional and will be held for 3 days pending receipt of your deposit/full payment as applicable. If your payment is not received within 3 days the booking will automatically lapse.

By arranging payment, you confirm that you have read and agree to be bound by these terms and conditions, which are either sent to you alongside with your invoice, or if you are making a booking by telephone, which are available on the website

To the extent this is possible, all bookings need to include arrangements on additional services (catering, transport, extra staf, and other additional services ("the Additional Services") you wish to have. Additional Services require a deposit of 30% at the time of the booking, and the balance 8 weeks prior to departure (or 100% if we accept your booking and it is made less than 8 weeks prior to departure). To the extent this is possible, all booking of Additional Services should be made at least six (6) weeks in advance and if you have booked a villa, we reserve the right to refuse to provide Additional Services if you decided to book the Additional Services less than six(6) weeks

prior to start of your stay. All additional services are normally charged in advance at the time of your booking. Services booked at the villa will be charged in Croatian Kuna.

Rates are subject to change without notice.



2.3 Bookings cannot be accepted from parties of young people less than 18 years of age. We reserve the right to refuse a booking without any given reason.

3. CONTRACT

3.1 A contract between you, the party leader and the property owner will come into existence when you have paid a deposit (or full payment if booking within 8 weeks of From) and we accept your booking by issuing a written confirmation. Croatian Law governs your contract and all matters arising out of it. Any disputes, claim or other matter, which arises out of or in connection with this contract, will be dealt with by the courts of Croatia only.

3.2 It is important that you check the villa confirmation you receive from us immediately on receipt. You must contact us straight away if any information appears to be incorrect as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 14 days of our sending it out.

4. PRICES

4.1 The price of your villa is visible on our web site. These costs may vary considerably between publishing and when you check into your villa. As a result, the price of your villa is subject to surcharge on the following items: government action, currency. Even so we will absorb an amount equivalent to 2% of the villa price (excluding amendment charges). Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% of the villa price, you will be entitled to cancel your holiday with a full refund of the money paid to us excluding amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days of the issue date printed on the invoice. You should do so by informing Gode Gate in writing via a recorded delivery letter, an e-mail or a fax which must be acknowledged as received by Gode Gate within 48 hours of it being sent. In all cases we will only accept a cancellation from the lead name, which appears on the invoice. We will not surcharge you within 30 days of To. We regret no refunds can be made in the event of any decrease (s) in our costs.

4.2 Many property owners will only accept bookings with a minimum of two weeks and in some case a minimum of one month in July and August.

4.3 Properties are let fully furnished and equipped. The price for all properties includes linen, electricity, hot and cold water. Occasionally there may be an additional charge for air conditioning/heating where available; you will be advised of this at the time of booking. Where there is a private pool, pool heating will incur an additional expense. Satellite/Cable television where available may not include access to all channels. If internet access is available it is generally assumed that the customer will bring their own laptop. Fax machine means a fax machine can be provided. Use of telephone/internet facilities must be paid for locally.



5.0 SECURITY DEPOSIT

5.1 A security deposit is required to cover the cost of any damages or breakages. The deposit will be collected on your arrival to the villa and is usually 500€. For telephone use, internet access or other services a higher deposit may be required to cover eventual bills. You will be advised of this at the time of booking or if you decide on your arrival that you wish to use additional services the higher deposit will be confirmed to you in resort. Please ensure you have this amount of money ready when you arrive otherwise entry into the property may be delayed until the deposit is produced.

5.2 The deposit is usually refunded as the end of your stay subject to an inspection of the villa for damage. In some instances delays of up to 8 weeks in returning the deposit are caused due to awaiting utility bills or proof of damage. No calls will be made to the owner to speed up the receipt of bills until 4 weeks after the return date.

6.0 CHANGES BY YOU

If you are prevented from travelling, you have a right to transfer your villa to another person and or another date. However, you must tell us you want to do in writing more than 42 days before arrival. We will charge an amendment fee of Euro 50.00 per booking. You will also be liable for any additional costs caused by this transfer. Until we receive full payment, both you and the person taking your place are responsible for full payment of the villa. Please refer to paragraph headed 'Other Changes' with regard to villa transfer within 42 days of From.

7.0 OTHER CHANGES

If you wish to make other changes to your booking after it has been confirmed you must notify us in writing as soon as possible. We will endeavour to assist you but cannot give any guarantees. An amendment fee of Euro 50.00 per booking will be applicable along with any additional costs incurred as a result of the change. If you wish to amend your booking within 42 days of the day that was set as your departure day from house, we may treat this as a cancellation. In this instance the charges as stated in the cancellation charge table in paragraph 8.1 will apply.

8.0 CANCELLATION

8.1 If you wish to cancel your booking you may do so either by writing to us, e-mailing us at info@godegate.eu or faxed to ++385 (0)52 840 201. All Cancellations will take effect from the date received by Gode Gate. In all cases a cancellation will only be accepted from the party leader. If you do cancel you will have to pay cancellation charges. The amount you pay depends on the date we have been informed of the cancellation in writing.



The following cancellation charges apply:

Until 56 days prior to villa check in.....30% of total cost
55-43 days prior to villa check in.....55% of total cost
42-29 days prior to villa check in.....75% of total cost
28-15 days prior to villa check in95% of total cost
Less than 15 days prior to check in.....100% of total cost.

8.2 Cancellation charges are calculated as a percentage of the total villa cost. Cancellation charges exclude amendment charges which are non-refundable in the event of your cancellation. Depending on the reason for your cancellation, you may be able to re-claim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Gode Gate strongly recommends that you purchase travel insurance when booking your villa rental.

9. CHANGES AND CANCELLATIONS BY US

9.1 In the unlikely event that alterations and cancellations have to be instigated by us, we will inform you as soon as possible and if requested we will try to arrange alternative accommodation of a similar type, standard and location.

9.2 If no alternative accommodation is available or acceptable, we will refund in full all monies paid and shall be under no other liability.

10. COMPLAINTS

10.1 If you have a problem whilst at your booked villa, please bring it to the attention of our local representative/agent/villa owner so that they have an opportunity to put it right at the time. If no representative/agent/villa owner is available in that area, please contact our office direct. Failure to alert us of any problem whilst you are in the villa will lead to a rejection of your complaint by our office.

10.2 If your complaint cannot be completely resolve locally, you must inform our local representative/agent/villa owner and follow this up within 10 days of returning home by writing to our customer services manager giving full details of your complaint and we will pass your comments onto the villa owner. In all cases we will try and settle the matter amicably. If you fail to notify us within 10 days of your return, we reserve the right to reject any claim as it may be, by then, difficult for us to investigate the complaint.

10.3 If you vacate the property before the the day that was set as you departure day from villa without notifying our local representatives you will lose the right to compensation.



11. ARRIVAL AND DEPARTURE

Guests are expected to arrive between 4.00 pm and 8.00 pm Croatian time and to **depart by 10.00 am**. There may be slight variations to these times +/- one hour – you will be advised of the correct Arrival/Departure times for your property on your travel documentation. If your Arrival is outside these times:

12. TRAVEL

12.1 The party leader is responsible for the parties taking with them correct travel documentation (passports and visas, driving licences, vehicle registration, green card, motor insurance etc).

12.2 It is very important that you secure your travel (e.g. flights) arrangements at the same time as booking a villa as Gode Gate cannot be held responsible for problems arising as a result of non-confirmation of your travel arrangements.

13. YOUR RESPONSIBILITIES

13.1 You must keep the property and all furniture, fittings, effects, facilities, equipment and grounds in the same state of repair and condition as at the commencement of your holiday, and in the same state of cleanliness and general order in which it was found. You will be responsible for any breakages, loss or damage to the property. Once again we strongly recommend adequate insurance cover to be made by yourselves and all party members. The property owner reserves the right to make deductions from the security deposit for any extra cleaning over the number of hours committed to Till cleaning, and to claim compensation for costs over and above the sum of the security deposit.

13.2 The parking of caravans/pitching of tents is strictly forbidden.

14. NUMBER OF PEOPLE USING THE PROPERTY

Only those persons named at time the time of booking may use the property without prior agreement. The maximum number of people, including infants, allowed at the property may not be exceeded. The owner has the right to terminate the rental without prior notice and without refund if the numbers are exceeded.

15. ACCESS

The property owner or their representative shall be allowed reasonable access to the property to carry out urgent maintenance and/or inspection.



16. BEHAVIOUR

The person signing the contract is responsible for the correct and decent behaviour of the party. Should you or a member of the party not behave in such a manner, the property owner or local representative/agent may use their absolute discretion and ask you and the party to vacate the property without refund.

17. ADDITIONAL SERVICES

Please give as much time as possible to organise additional services such as those mentioned in paragraph 5. Payment for such services is usually made locally (excluding car hire). We cannot accept responsibility for any extra services.

18. LINEN

Linen and linen change is included in all properties. It is advisable to take a beach towel and to check that cot linen is provided.

19. SWIMMING POOLS

Swimming pools are not open all year. Please check with us as to whether the pool is open or not. If pool heating is required then this is an extra charge that will be deducted from the security deposit (not applicable if swimming pool is part of a hotel complex).

20. SOCIAL EVENTS AND OTHER FUNCTIONS

Gode Gate acts as an agent for property owners for the private rental of a property. If you are intending to organise a private function (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from Gode Gate. Additional charges and/or increased security deposit may be sought at the owner's discretion.

21. SECURITY AND VALUABLES

Any valuables left at the property are left at your own risk. Neither Gode Gate nor the property owner is responsible for their loss. Where provided, burglar alarms must be activated, safes used and proper care taken against theft and burglary. We accept no responsibility for any loss, damage or consequential losses due to theft or any other security related incident howsoever caused. No refund can be given should you decide to vacate the property as a consequence of a burglary.



22. INFORMATION

22.1 While we make every effort to ensure that descriptions supplied are accurate, we cannot accept responsibility for errors contained therein or the results thereof. You must accept that minor differences between the photograph/illustration/text used and actual property may arise.

22.2 Property owners reserve the right to make modifications to the property specifications that are considered necessary in light of operating requirements. In the interest of continual improvement, property owners reserve the right to alter furniture, fittings, amenities, facilities or any part of any activities, either advertised or previously available without prior notice.

23.PETS

Pets are not allowed unless with the explicit permission of the owner. The owner reserves the right to add a surcharge and/or increase the security deposit. Number of pets must be agreed prior to acceptance of booking.

24. ENVIRONMENT

24.1 Please be aware that many of our properties are in rural or isolated locations and as such you may encounter flora and fauna such as mosquitoes, wasps, ants, local dogs etc as well as other environmental activities e.g. farming, drains etc. Some properties are located on non-surfaced roads.

24.2 Many of our properties are over 100 years old and some are listed. As a result the structure and safety may not have current safety and design features. Whilst Gode Gate makes every effort to give as much detail on each property as possible, including when it was built and whether or not it is suitable for children/people with walking difficulties, it may mean that the property may be less safe than a more recently designed/built property. Also - due to the rocky nature of the Croatian coastline some of our coastal properties may have steep approaches, many stairs and/or maybe perched on a rocky promontory. Whilst this provides a spectacular location it might not be suitable for certain types of customers and again every effort is made to advise you of this on the villa details.

24.3 Please note we cannot be held responsible for any building or road workings occurring near the property. We will endeavour to advise you of any work occurring should we be aware of it, but work can occur at any time without our prior knowledge.

25. OUR LIABILITY AND THE PROPERTY OWNER

25.1 Neither Gode Gate(as agent for the property owner) nor the property owner shall be responsible for the death of, or personal injury of any member of a booking party, or of any other person at the property.



25.2 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws or measures of any kind on the part of the government or local authority, strikes, lock-outs or other industrial actions or disputes or adverse weather conditions. In any case we shall be entitled to treat the contract as discharged.

25.3 On the event of discharge our liability shall be limited to the return of the sums paid to us in respect of the unused portion of the rental calculated on a pro rate daily basis less an administrative fee of Euro 50.00 to cover our reasonable expenses.

25.4 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtrations systems, nor for the failure of public utilities such as water, gas and electricity.

25.5 Neither Gode Gate nor the owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control. In the event that a source of noise has been in existence prior to your arrival and we are informed of this, we will contact you to inform you of the disturbance.

25.6 We cannot accept responsibility for events out of our control e.g. bad weather including events arising as a result of very hot or unusual weather, delays caused by carrier companies, breakdown of domestic equipment.

26. WEBSITE LINKS

From time to time we may establish links from the Gode Gates website to other sites which we feel would be of interest to customers planning a villa holiday. Gode Gate would like to make it clear that we are not responsible for the actions or content of these websites. It is your responsibility to check the status of these sites.

27. LOW SLUNG CARS

People taking low/sports cars are advised to check that the access to the property is suitable.

38. SPECIAL REQUESTS

We will endeavour to meet any requests you may have prior to travel but unfortunately we cannot guarantee them. Special requests do not form part of our contractual obligations to you and we accept no liability if they are not met.

Client

Gode Gate
Tomislav Drazovic
Director