GENERAL TERMS AND CONDITIONS FOR RESERVATIONS AND SERVICES FOR VILLA „FUGA“

Vacation House Villa „Fuga“, Put sela 17, Seoca

1. CONTENT OF THE OFFER AND GENERAL TERMS AND CONDITIONS

Vacation house Villa „Fuga“, further to referred to as villa, offers and sells services of food and accommodations in accordance with the published information, description, period and valid price at the time of a confirmed booking in the customers own name and for his own account. All the listed items are a constituting part of the lease, and by submitting a booking request the customer agrees to the booking conditions as well as the conditions of use of the accommodations. In this way, everything listed in these terms and conditions becomes a legal obligation. By accepting accommodations at the villa, the customer agrees to abide by the terms of use of the villa, its house rules and general good housekeeping practices. Reservations, the leasing of accommodations, and any food service arrangements made between the booking customer and the villa including the operation of the Villa Fuga, itself, are governed by Croatian law.

2. RESERVATION AND PAYMENT

2.1 After an initial booking request is submitted, you are considered a potential user of service.

All entries are made under the name of the first mentioned person on the reservation submission, where person refers to a natural individual with name and a surname, such a person is called the „booking bearer“.

The booking bearer must be older than 18 and authorized by the others listed in the reservation to complete the booking in their name. By completing and submitting the booking request, the booking bearer confirms his/her authorization to do so in the name of all listed in the reservation, and that the individuals listed in the reservation agree with the booking and with the general terms and conditions. The booking bearer is obliged to submit all the necessary information required for the booking procedure.

2.2 The booking bearer is responsible for all payments, including but not limited to deposits and the balance of the bill. Any open request, sent in any written form (fax, email, memo, etc.) to the villa is considered a booking request. The reservation for the requested period is valid only after the confirmation of the payment of the specified deposit and a final written confirmation is sent by the villa. The booking bearer is expected to pay the balance of the bill, if not paid in full, and the security deposit upon arrival. Payment of the specified deposit and acceptance of the offer of the villa and its general terms and conditions constitutes a legal agreement. Sole responsibility for this legal contract rests with the booking bearer and cannot be transferred to any other individual named in the reservation. The reservation process requires a payment of a minimum deposit fee of 30% of the total or payment in full, if desired. The remainder of the bill (if not paid in full) and a security deposit of 300€ is paid on arrival. The security deposit will be returned at departure in the event of no property damage.

2.3 Reservations made by individuals younger than 18 years of age will not be taken into consideration. The villa reserves the right to reject a reservation request without further explanation.

2.4 The villa is responsible to provide the services agreed upon and to safeguard of the rights and interests of its guests in accordance with good tourism practices. The villa must complete all its obligations according to its standards and in good faith with the attention of a conscientious entrepreneur in accordance to the rules of its trade, except under unexpected conditions (point 14).

3. AUTHORITY OF THE COURT

All disagreement will be solved amicably, if possible. If amicable settlement is not possible, the guest has a right to arbitration, in such a case the real authority of the court will be stipulated with regard to the seat of the villa.

4. PRICES

The price of accommodations includes the basic services as described in the valid price list at the time of the confirmation of the reservation. Special services are those which are not included in the price of accommodation and are described as “by agreement“ or extra services which are requested in advance. These special services are charged separately.

5. CANCELLATION OF A RESERVATION

A reservation may be cancelled at any time. The cancellation may be made in any form of written communication. In the event of a cancellation, the minimum deposit of 30% of the total balance is non-refundable.

6. CHANGES AND CANCELLATIONS MADE BY THE VILLA

6.1 In the event that the Villa must cancel or change a reservation, the guest will be notified as soon as possible. At the guest's request an alternative of similar type, standard, and location will be offered. If alternative accommodations are not possible, the villa reserves the right to cancel the reservation a minimum of 15 days before the start of services. In such a case, the villa guarantees to refund double the 30% deposit or the complete balance paid.

7. OBJECTIONS

7.1 The objection procedure is the following. If a justified reason for complaint exists, the guest will write them in the Book of Complaints. The staff of the villa are obligated to acknowledge and resolve the complaint in cooperation with the guest. Retrograde refunds on services rendered are not accepted nor are subject to legal remedies.

8. ARRIVAL AND DEPARTURE

 8.1 Arrival and departure procedures are established by the House Rules of the villa and are located in the villa.

9. OBLIGATIONS AND RESPONSIBLITIES OF THE GUEST

9.1 As a guest, you must possess all valid travel documents, abide by the rules and customs regulations of the Republic of Croatia, and follow the house rules of the villa, as well as the instructions of the villa's staff.

9.2 The guest is responsible to maintain the original condition at the time of the start of services of all furniture, appliances, equipment and general environment. The guest will be held responsible for any damage that occurs during his/her stay and will be consequently charged for the damage incurred.

10. ADDITIONAL SERVICES

Payment for these types of services is by agreement and it is possible to arrange them with the staff of the villa. Neither the villa nor its staff is responsible for additional services provided by other providers/ businesses.

11. SOCIAL EVENTS AND SIMILAR

In as much as, the guest intends to organize a social event at the villa (such as birthday party, cocktail party, etc.), the guest must conform strictly to the house rules and first obtain permission from the villa owner.

12. SECURTIY AND VALUABLES

The villa is not responsible for lost, stolen, damaged or destroyed luggage or personal items. The guest is responsible for all valuables left at the villa. The villa will not be held responsible for the loss of any valuables that have not been reported and are left outside of the safe if one is provided. If the guest decides to leave prior to the departing date, there will be no compensation and no refund will be given. The loss or theft of objects is reported to the villa staff and the local police station.

13. PETS

Pets are not allowed.

14. RESPONSIBLITIES OF THE VILLA

14.1 The villa will not be held responsible in the event of death, illness or injury of any individual at the villa, unless they are a direct result of the villa or the gross negligence of its staff.

14.2 The villa will not be held responsible for any loss, delay, impediment, event or consequences that are beyond the control of the staff of the villa or that occur outside the perimeter of the villa.

14.3 In case of liberation of fulfillment of obligation, the villa's responsibility is limited to the refund of the amount paid for the reservation.

15. SOJOURN TAX

The sojourn tax is included in the price for the reservation.

16. REMINDER

By confirming the reservation of accommodation, the guest or group of guests completing the booking wholly accept all the villa’s terms and conditions, as outlined.

17. These terms and conditions are available to all users and potential users of the services of the vacation house, Villa Fuga, on the villa's website, www.fugavacationhouse.com

Duće, April 2016.