

## **GENERAL BUSINESS CONDITIONS OF**

### **Villa No24**

The guest must be at least 21 years old on the villa reservation day.

#### **1. RENT BEGINNING**

The time of arrival 4.00PM (16:00h) and departure 10.00AM (10:00h), is unchangeable and the guest has to obey it. In case of an earlier arrival the guest shall not be able to take over the villa before the time of arrival mentioned in the confirmation. The keys shall be in the villa. The keys shall be handed over only in case that the full rental fee is paid. The check-out from the villa must always be no later than 10.00AM on the departure day, and the guest is obliged to return the keys to the owner. In case of a later departure than the agreed one, the guest is obliged to pay to the owner all additional costs, which incurred to the owner, and the owner charges them directly on the spot to the guest.

#### **2. VILLA**

##### **2.1. Number of guests**

At any time the number of persons accommodated in the villa and its belonging premises cannot be higher than the one mentioned in the confirmation. This number of persons includes also children regardless of their age. The children up to one year of age are excluded if their arrival is announced.

After the lease beginning the guest is obliged to announce previously all visitors that come to visit him/her. The total number of persons that are in the villa or at the property around the villa including the guests and visitors cannot be higher than the maximum number of guests permitted without a special permission of the owner.

If more persons than the maximum permitted number stays in the villa or on the possession around the villa without the permission of the owner, the owner retain the right to terminate the lease agreement which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently together with all persons which stay there within 2 (two) hours, and he is not entitled to demand the return of the sum of the paid accommodation from the owner.

##### **2.2. Youth groups**

In case that the guests are younger than 25 years, they are obliged to inform owner immediately at the reservation about the exact number of guests and their age. In this case a payment of an additional deposit might be necessary for the insurance against the property damage. Owner retain the right to reject the groups of guests younger than 25 years in case that owner has not been informed about their arrival, and in that case the guests are not entitled to a return of the paid accommodation price.

##### **2.3. Tents and camp trailers**

It is forbidden to build tents or bring camp trailers or similar. The owner is authorised to demand that the above mentioned is removed without delay. If the guest does not

fulfill the mentioned requests without delay, the owner is authorised to terminate the rental agreement which comes into force immediately, without a notice period, and the guest is obliged to leave the villa permanently together with all the persons which stay there within 2 (two) hours, and he is not entitled to demand a return of the paid accommodation price from the owner or MY ISTRIA.

#### **2.4. House pets and allergies**

In Villa No24 keeping of pets is not permitted. However, the owner can't guarantee that there were no pets in the house previously. Owner does not take over a responsibility for the allergic reactions of guests.

If the guest brings a pet which was not announced, the owner retain the right to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently within 2 (two) hours with all the persons who stay there, and he is not entitled to demand from the owner the return of the paid accommodation price. .

#### **2.5. Noise**

There is a possibility that in the villa area the guests suddenly hear noise which comes from a construction site, traffic or similar. Owner can't be considered responsible for the mentioned noise.

In case that the guests disturb public order by noise and banter and do not calm down after the warning, that can be considered a severe breach of the rental contract provisions, in which case the owner are authorised to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently together with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price form the owner.

#### **2.6. Swimming pools**

The guest is obliged to obey the instructions of any kind which refer to the usage of swimming pool and which are given by the owner due to his/her own safety. The guest is responsible for using a swimming pool in any sense. The children must not be present at the swimming pool area without the supervision of adults. The guest uses the swimming pool at his/ her own responsibility. If the accommodation is reserved out of the summer season it might happen that the swimming pool is out of use.

### **3. PRICES AND PAYMENT**

All the prices are stated in Euro for villa per week. The reservation is binding, and an advance payment in the amount of 30% of the agreed accommodation price is required at the reservation, after which the reservation is confirmed, the contract with the owner is concluded and these General conditions, which make a constituent part of the villa rental contract are accepted. After the completion of the reservation process and payment owner shall send a written reservation confirmation by email, which contains all the necessary information about the accommodation and along with these General conditions it represents a Rental contract concluded with the owner. The rental contract is considered concluded at the moment when owner receives the paid advance amount. In case that the payment is not made within 3

days from the reservation day, the Rental contract is deemed terminated, and owner is authorised to conclude a new Rental contract with another guest, without a special notice to the guest.

The costs of water, gas, electric power and internet as well as bed-linen, towels, kitchen towels, final cleaning of the interior, maintenance of the swimming-pool and exterior, registration of stay and residential tax and the value added tax are included in the accommodation rental price.

For the payments over the bank transfer the charge is made in EUR and there is no possibility of exchange rate differences. Owner cannot be responsible for the exchange rate differences or fees of other bank institutions.

For the rest payment (70% of the agreed accommodation price) bank transfer has to be made no later than 7 days before the arrival to the villa.

In case of reservation cancellation, all the payments which are made to owner cannot be returned. Contract an own travel insurance which covers the travel cancellation risk.

### **3.1. Non-observance of the payment due dates**

The guest is obliged to make payments within the period and in a way described in this clause of the General Conditions. If the guest does not obey the payment due dates, such behaviour is considered a severe breach of contract obligations and the Rental Contract is considered terminated without the notice period, and owner is not obliged to inform the guest about it. Owner shall, although it is not obliged, but in accordance with its business policy of a special appreciation of its guests, send the guest a notice as a reminder of the payment obligation with an appropriate fulfillment period before the contract termination if possible. At the occasion of the contract termination no payments made to owner shall be returned.

## **4. CANCELLATION AND CHANGES**

**4.1.** A concluded rental contract can be cancelled only in writing (by email). The cancellation is effective only from the day when owner received such a cancellation notice and only under the conditions from this Clause.

**4.2.** In case of cancellation of the Rental contract all the received payments until the cancellation date shall be retained, and the guest is not entitled to their return. Owner recommends the guests to contract an own travel insurance that covers the risk of travel cancellation.

**4.3.** In case that the guest can find another guest as his substitute in the same period, for the same price and under the same conditions, owner shall transfer immediately after a written receipt of all necessary data about the new guest the Rental contract to a new guest, and it shall send him/her a written confirmation about it. The already received accommodation price sums shall be retained by owner after the transferred contract, and the new guest is obliged to pay the rest up to the total accommodation price depending on the previously selected payment method which makes an integral part of the contract.

**4.4.** In case that the object is not available for the rent due to the Act of God such as earthquake, flood, fire etc. owner are not liable for the cancelled reservations. If it is

possible the guest shall be offered an alternative accommodation or return of the money paid until then.

## **5. DEPOSIT IN CASE OF DAMAGE**

The guest is obliged, if he/she has no insurance policy for the property damage liability, to leave a deposit in cash on the arrival to the villa for the insurance of the possible caused damages. The deposit sum that the guest is obliged to give to the owner at the arrival shall be stated in a written reservation confirmation. The deposit serves as a security to the owner for caused damages in the villa, and the owner is entitled to cover the damage from the deposit.

In case that the caused damage is higher than the deposited sum, the guest is obliged to pay the total damage amount to the owner. If no damage is caused to the villa, the owner is obliged to return the deposited sum to the guest at the takeover of keys at the guest`s departure.

## **6. DAMAGE**

The guest is obliged to behave responsibly towards the rented villa with an appropriate observance. The guest is obliged to return the villa in the condition in which he/she received it. For any caused damage the guest is liable directly to the owner. The owner is entitled to use a deposit to cover the sum of the actual damage in accordance with the Clause 5 of these Conditions. If the deposit sum does not cover the damage the guest is obliged to pay the difference up to the total damage amount directly to the owner.

An intentional property damage or disturbance of public order is considered a severe breach of provisions of the Rental contract, in which case the owner is authorized to terminate the Rental contract which comes into force immediately, without the notice period, and the guest is obliged to permanently leave the villa within 2(two) hours together with all the persons who stay there, and he/she is not entitled to demand a return of the paid accommodation price from the owner.

The guest is obliged to report to the owner immediately the occurrence of any kind of damage on the villa or property around the villa during the rental period. At the guest`s departure and before the return of keys, the guest is obliged to examine the villa and the property around the villa with the owner.

In case no damage is caused, the owner is obliged to return the deposit from the Clause 5 of these Conditions, if he/she received it, to the guest, and in case of the caused damage, if the guest has the insurance from the Clause 6.1, he/she is obliged to act in accordance with the insurance conditions.

It can be considered that a damage is also a need for an additional cleaning due to the especially bad condition in which the guest returned the villa to the owner, and the owner is entitled to use a deposit to cover that damage or demand an immediate payment if the guest has a property damage insurance from the Clause 6.1. of these Conditions.

## **8. ADDITIONAL SERVICES**

### **8.1. Telephone**

The use of telephone is not included in the accommodation price, but it can be agreed directly with an owner if there is a possibility. The calculation method for the use of phone is a subject of the agreement between the guest and the owner. If a use of phone is agreed as an additional service, the owner is entitled to demand from the guest to leave a higher deposit from the Clause 5 of these Conditions than the deposit mentioned in the Confirmation.

## **8.2. Other additional services**

If the guest has special requests that are not included in the accommodation price (such as cooks, waiters, special food etc.), they shall be fulfilled, if there is a possibility, by the owner or a third party. Additional services must be announced in advance by email in order to be fulfilled, if there is a possibility, in the top quality.

## **9. DAMAGES, COMPLAINTS AND REPAIR**

If the guest at takeover of the villa notices an insufficient cleaning, damage or other irregularities in the villa, or has complaints of other type, he/she shall file a complaint without delay and no later than within 24 hours. The complaints regarding cleaning are filed immediately. The complaint is filed directly to the owner or his authorised representative. It is an obligation of the guest to try to avoid the damage occurrence or its expansion and to contribute the effort to minimise any loss for the owner.

In case of filing of any complaints the guest is obliged to give an appropriate term to the owner to settle the complaint.

The guest's departure from the villa before the end of the foreseen rent and without the previous notice and agreement with owner shall be at risk and costs of the guest, and owner has no liability.

The owner is exclusively liable to the guest for possible direct property damage. The owner can be considered liable for any form of a non-material damage in the form of a breach of personality right.

## **10. VILLA TECHNICAL EQUIPMENT**

Villa contain all necessary devices, technical equipment and other conveniences that secure a pleasant stay to the guest. The owner is obliged to secure the proper function of all devices in the villa. In case of a non-function or failure of any of the devices the guest shall inform the owner about the occurred situation so that owner can organize the repair and remove the failure as soon as possible. The owner is obliged to remove the reported failure within a reasonable period. The owner is liable directly to the tenant for the failures.