

PAYMENT AND LIABILITIES

Article 1

The down payment the guest pays in the amount of 30% is his/her certificate of reservation of accommodation for a certain period of time. The down payment is to be paid within the period of three days. In case of payment via bank transaction, it is necessary to send a copy of payment receipt in order to avoid double booking on-line.

The remaining 70% of the total amount, as indicated in the offer sent by the lessor is to be paid at the day of the arrival at the „Stone House“.

Reservation is concluded with prices valid at the very moment of reservation.

The lessor is obliged to register and de-register the guest with the Tourist office. The amount of the residence tax depends on the period of stay, and is defined pursuant to the Residence Tax Act, and is included in the accommodation price.

Article 2

If the Lessor should change the prices, the new prices are to be applied to future reservations of the leased subject. The Lessor is not entitled to change prices retrospectively for already registered reservations (regardless of the status).

Article 3

Contents and conditions of the Agreement on reservation entered into by and between the Lessor and the guest.

The indicated items are an integral part of the agreement entered into by the Lessor and the Guest at the occasion of reservation via the Internet on-line reservation system. The Lessor and the Guest agree that they shall fulfil their obligations arising hereof. The Guest herewith accepts the conditions of engaging in business activities with Merica Brkanović.

1. Should the guest cancel the reservation or should he/she fail to fulfil his/her obligations hereunder, the Lessor has the right to call for payment of the damages in case the accommodation facility for which the reservation has been cancelled remains vacant.
2. The amount of remuneration the guest is to pay in case of cancellation of reservation: 45 days or less than 45 days before his/her arrival, is 30 % of the contracted accommodation price,
3. 3.7 days or less than 3.7 days before his/her arrival is 75 % of the contracted accommodation price.
The contracted accommodation price is the amount which the Lessor should receive in case of realization of reservation.
4. If the reservation is cancelled due to Force Majeure or exceptional circumstances (war, strike, natural disaster, act of terrorism, death of a nuclear family member, etc.), the Lessor is not entitled to 70% of the reservation price, but keeps the amount of the down payment.
5. If the cancelled accommodation is leased to **a different guest** for the same period, the Lessor is not entitled to claim the damages in the entire amount, since he suffers no objective losses. The down payment is to be repaid with a deduction of 10% for marketing costs and bank transactions. If the cancelled accommodation is leased only for a part of the same period, the Lessor is entitled to claim the damages for the period during which the accommodation was vacant, plus the material costs.
6. As proof of legal basis for claiming the damages from the Guest, each Guest is required to submit a legally binding, confirmed reservation request (a copy with the 30% down payment transaction certificate) which is to be sent by the Guest via fax or e-mail, prior to the receipt of reservation confirmation with a copy of reservations calendar.
7. In case the Lessor should not cede the reserved accommodation to the Guest which he/she leased, the Lessor is obliged to vacate or to provide the accommodation of equal quality and of the same properties, for the same price.

8. In case the Lessor is not willing or is not able to find the adequate accommodation, or in case the offered accommodation is, for any subjective reason, unacceptable, the Guest is entitled to claim the damages from the Lessor in the amount equal to the maximum of the accommodation price contracted by means of the reservation.
9. The Lessor is obliged to deliver the accommodation to the Guest in the state as described in the reservations system at the day of reservation confirmation.
10. The Guest is obliged to notify the Lessor of any shortfall or defect of the accommodation immediately upon taking over the accommodation.
11. In case of justified complaints, the Lessor is obliged to remove the shortfalls or defects of the accommodation as soon as possible.
12. The Guest undertakes to stay in the leased accommodation exclusively with the number of persons for which the accommodation has been reserved. Any additional persons are to be charged separately.
13. The Guest agrees to use the accommodation with due care and to give it back to the Lessor in the state in which he/she received it.
14. Should the Guest cause and damage to the accommodation, he/she is obliged to notify the Lessor thereof, without any delay.
15. The Guest shall bear all the costs of the damage caused by him/her, unless he/she can prove that he/she is not responsible for it.
16. The check in is between 14:30 to 22:00 hours, and the check-out is until 10:00 hours. It is allowed to remain within the perimeter of the appertaining land plot before your check-in or after the check-out, before the apartments are prepared to be taken over by guests.
17. In case the Guest is prevented from checking-in on time, for example due to the traffic jam, or from leaving the accommodation until the set deadline, he/she is not entitled to reduce the price for the period of his/her delay. Should he/she leave earlier than agreed, he/she has to pay the full contracted price of the reservation.
18. All complaints or possible claims, the Guest and the Lessor are to settle mutually and directly.
19. The Lessor is entitled to give the Guest a different accommodation than the one he/she reserved, if there is a justifiable reason, i.e. if it was impossible for the Lessor to know these reasons upfront. In such case the offered accommodation is to correspond to the reserved one, in price as well.
20. At the delivery of the accommodation, the Guest confirms his/her application by confirmation for the reservation.

OTHER PROVISIONS

Article 4

In case the Guest is injured, he/she bears all the consequences alone.

Article 5

The Lessor is obliged to give the leased subject to the use of the Guest, with all the equipment and contents functioning, present at the occasion of entering the subject of the lease. The subject of the lease is to be clean, neat, free of objects and contents which do not belong to the subject of the lease.

Article 6

If the reservation is cancelled by the Lessor, for unjustified reasons, or if the Lessor caused the accommodation to be overbooked, all the activities and costs of finding an alternative lease subject are to be borne by the Lessor. The Lessor is to offer the Guest with a new lease subject, with same or better characteristics, for the same price. If the Guest accepts the offered solution, the case shall be deemed as resolved and concluded.

Article 7

For all cases which are not indicated in these General Provisions, the following shall apply: the Complaints Rulebook, Hospitality Services Act, Tourism Services Act, Special Customary Practice in the Hospitality Industry and other relevant Acts.

Owner: Merica Brkanović:

STONE HOUSE

PIN /OIB/: 20601852945

The Guest : I AGREE WITH ALL THE PROVISIONS OF THESE GENERAL TERMS AND CONDITIONS, I HEREBY CONFIRM IT AND ACCEPT IT AS AT THE DAY OF PAYMENT OF THE DOWN PAYMENT.

Lessor: (Name and surname) Merica Brkanović, by authority, without a signature or stamp.