

GENERAL TERMS AND CONDITIONS

TRAVEL ISTRIA is a travel agency specialized in renting private villas with swimming-pools, houses and apartments. All advertised villas are under contract with TRAVEL ISTRIA and they all have licenses issued by the state and local authorities. TRAVEL ISTRIA contracts accommodation services directly with real estate owners in order to secure its guests the highest service level. The agency's main goal is to secure that the guests have a totally relaxed and have a truly pleasant stay. All villas are checked personally by TRAVEL ISTRIA.

Introduction

TRAVEL ISTRIA acts like an agent between the lessee (Guest) and the villa-vacation house owner known as lessor (Owner). By paying an advance for the reservation of the selected villa in the demanded period the Guest accepts these General Conditions. All the annexes to the rental contract shall be valid only if made in a written form and agreed by both parties.

When TRAVEL ISTRIA receives the reservation down payment, it shall send a written confirmation to the guest containing a precise villa location and all necessary contact information. A written reservation confirmation with these General Conditions makes a Rental contract between the Guest as a lessee and the Owner as a lessor. The Guest must be at least 21 years old on the reservation day.

1. Renting process

The time of arrival and departure is agreed in the reservation confirmation which must be respected by both parties. The time at which the villa is prepared for arrival is typically 16:00 local time. In case of an earlier arrival, the Guest shall not be able to enter the villa. At the arrival time, the keys shall be provided as previously agreed. The check-out of the villa must always be no later than 10:00 on the departure day, and the guest is obliged to return the keys to the owner. In case of 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 to the Guest on the spot.

The Guest is obligated by Croatian law to provide the villa Owner or host official identification documents containing personal details for tourist registration purposes with the National Tourist Board (HTZ). This information will not be used for any other purposes. A Guest that will not provide any form of personal identification for tourist registration as required by law, may be denied access to the property with no possibility of reimbursement of rent paid.

2. Agreed number of guests

The number of guests staying in the Villa and its belonging premises, including the children, cannot be higher than the one mentioned in the confirmation at any time. However, there is a possibility to include the additional number of persons, respecting the maximum villa capacity, but no later than 3 days before the arrival. The requested change of the guest number must be submitted in writing by an email to TRAVEL ISTRIA. The

Guest is obliged to announce previously all visitors which come to visit him/her. The total number of persons which 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 and/or TRAVEL ISTRIA 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 or TRAVEL ISTRIA.

3. PAYMENT

All the prices are stated in Euro. 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 the General conditions which make a constituent part of the villa rental contract are accepted. After the completion of the reservation process and payment, TRAVEL STRIA shall send a written reservation confirmation by email, which contains all the necessary information about the accommodation. Along with these General conditions it represents a Rental contract concluded with the Owner with the mediation of the agency TRAVEL ISTRIA. The rental contract is considered concluded at the moment when TRAVEL ISTRIA receives the paid advance amount. In case that the payment is not made within 7 (seven) days from the reservation day, the Rental contract is deemed terminated.

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 price. The permitted payment methods for the advance payment are credit cards, PayPal, and bank transfer. All payments are to be made in Euros. For the rest payment (70% of the agreed accommodation price) all payment methods like for the advance payment are possible. The payment by credit cards, PayPal, and bank transfer has to be made no later than 30 days before the arrival. In case of reservation cancelation, all the payments which are made to TRAVEL ISTRIA cannot be returned.

a)

For the reservations which were made **30 days or more** before the beginning of the rental period, the following conditions shall apply:

- advance payments of 30 % of the total agreed accommodation price are due for payment IMMEDIATELY if the payment method over a credit card or PayPal is selected. If the payment over bank transfers is selected, the paid advance payment has to be received by TRAVEL ISTRIA within 7 (seven) days. The rest of 70 % of the total agreed accommodation price is due for payment no later than 30 (thirty) days before the beginning of the rental period if the payment is made by credit cards, bank transfer or PayPal. If the payment in cash is selected (in the villas in which that possibility is permitted which is mentioned on the web page of TRAVEL ISTRIA) the rest of 70% is due for payment immediately after the guest's arrival, and the guest is obliged to pay the rest immediately directly to the Owner. There is no possibility to pay electronically (cards/PayPal) in the villa.

b)

For the reservations which were made **30 days and less** before the beginning of the rental period, the following conditions shall apply:

- The total rental amount is due **IMMEDIATELY** for payment by credit cards, bank transfers, and PayPal. It is not possible to select a bank transfer as a payment method if the arrival date is less than 15 days at the moment of making of reservation. In case that the guest selects the payment of a part of the agreed accommodation price in cash (in villas in which that possibility is permitted, which is marked on the web page TRAVEL ISTRIA) the advance payment in the amount of 30% from the total agreed accommodation price is due **IMMEDIATELY** for payment, and the rest of 70% is due for payment immediately after the guest's arrival, and the guest is obliged to pay immediately the rest directly to the owner. There is no possibility to pay electronically (cards/PayPal) in the villa.

4. House pets

Depending on each Owner's wishes, the Guest will find the permission to keep pets marked on the web page of TRAVEL ISTRIA near each villa which allows pets under the conditions foreseen for each villa separately. Any additional costs compensation for the cleaning regarding the pets will be clearly mentioned on the web page near the villa. During the reservation process, the guest has to select the number of pets, and an additional cleaning costs charge related to pets is automatically added to the total rental fee amount. The pet owners are responsible for cleaning of pet waste after their pet. The pets are not allowed to sit on the furniture at any moment. Each evidence on the stay of a pet on the furniture may cause additional cleaning costs.

According to the Croatian laws, all pets must be timely vaccinated against rabidity and all other illnesses. Owner and TRAVEL ISTRIA do not take over any responsibility for a possible illness or injury which the pets might suffer during the stay. The approach to the swimming pools is strictly forbidden to the pets.

TRAVEL ISTRIA does not take over a responsibility for the allergic reactions of guests which might occur in any of the houses where pets are allowed.

5. Noise and house order

In case of a possible noise in the house are, the Owner or TRAVEL ISTRIA cannot be considered responsible. In case that the guests disturb public order 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 and/or TRAVEL ISTRIA have 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 together with all the persons who stay there within 2 hours. In this case, the Guest is not entitled to demand the return of the paid accommodation price from the Owner or TRAVEL ISTRIA.

Each villa has its house order which is put on a visible place. If the guest does not obey the house order rules, that can be considered a severe breach of the rental contract provisions, in which case the owner and/or TRAVEL ISTRIA are entitled to terminate the rental contract, which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently 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 from the owner or TRAVEL ISTRIA.

6. Arrival and departure

The guests are expected to arrive after 4.00 pm Croatian time and to depart by 10.00 am. Occasionally, there may be slight variations to these times, depending on the Owner's or Guests needs, upon which you will be advised timely through your travel documentation. If your Arrival is outside mentioned time, requiring considering time variation (i.e. later than 9 pm) extra charge may be applied by Owner.

7. The deposit and the payment in case of a damage

The Guest will leave a deposit in cash on the arrival to the villa for the insurance of the possible caused damages. The security deposit sum which 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.

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 TRAVEL ISTRIA are authorised 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 hours together with all the persons which stay there, and he/she is not entitled to demand a return of the paid accommodation price from the Owner or TRAVEL ISTRIA.

Also, 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. 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.

8. Additional services

During the stay, the use of the telephone is not included in the accommodation price, but it can be agreed directly with an Owner. If the use of the telephone is agreed as an additional service, the Owner is entitled to demand a higher deposit from the Guest. If the guest has special requests which are not included in the accommodation price, 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. TRAVEL ISTRIA cannot be considered liable for the quality of services provided by third parties.

9. Complaints, damage, and repair

If the Guest notices an insufficient cleaning, damage, non-function or failure of any of the devices or other irregularities in the villa at arrival, or has complaints of another type, the Guest is obliged to file a complaint no later than within 24 hours. The complaints regarding cleaning are filed immediately. The complaint is filed directly to the Owner or authorized representative. If the complaint is not settled in a satisfactory way for the Guest, the Guest shall contact TRAVEL ISTRIA by phone or email Info@travelistria.com.

The Guest is obliged to try to avoid the damage occurrence or its expansion and to contribute the effort to minimize any loss for the Owner. In case of a filing of any complaints, the guest is obliged to give an appropriate term to the owner to settle the complaint. If the guest does not leave an appropriate term to the Owner for the removal of irregularities related to the damage repair or move to another villa, the Guest can not terminate the concluded Rental Contract.

The earlier Guest`s departure from the villa, before the end of the foreseen rent and without the previous notice and agreement with TRAVEL ISTRIA. shall be at risk and costs of the Guest.

TRAVEL ISTRIA and the Owner can be considered liable for any form of a non-material damage in the form of a breach of personality right.

10. Termination, cancellation and changes of the rental contract

The concluded rental contract can be terminated only in writing (by email) by the party leader and it becomes effective only from the day when TRAVEL ISTRIA receives such a termination notice.

In case of termination of the Rental contract, all the received payments until the termination date shall be retained, and the guest is not entitled to their return.

The following cancellation charges apply: If you wish to cancel your booking the 30% of the total cost, that is the advance payment, is not refundable. Within 30 days prior to arrival date amount is not refundable.

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. Travel Istria strongly recommends that you purchase travel insurance when booking your villa rental.

If the Guest can find another guest as his substitute in the same period, for the same price and under the same conditions, TRAVEL ISTRIA 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 TRAVEL ISTRIA 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.

If the object is not available for the rent due to the Act of God, such as the earthquake, flood, fire or other natural disasters, TRAVEL ISTRIA and the owner are not liable for the canceled reservations. However, it is possible the Guest shall be offered an alternative accommodation or return of the money paid until then.

11. Travel documentation responsibility

TRAVEL ISTRIA can not be held responsible for the possible difficulties or setback caused by the incorrect travel documentation resulting with the problems with you travel arrangements. The party leader and the guests are responsible for their correct travel

documentation (flights, passports and visas, driving licences, vehicle registration, green card, motor insurance etc).

12. Lowest market price

TRAVEL ISTRIA guarantees the lowest price to its guests that on the official pages of the agency www.travelistria.com the accommodation prices for individual offered villas are the lowest.. That is, that the same villa cannot be found in advertisements at the lower prices than ours. In case that the guest gets on some other web pages, offers, agency catalogues etc. a more favourable offer for the same villa in the same period, under the same conditions and in the same currency before the reservation than the price which offers TRAVEL ISTRIA and delivers an evidence about it to TRAVEL ISTRIA, the agency guarantees a rental contract conclusion for the same villa in the same period and under the same conditions with an additional 5% (five percent) discount on the lower offered evidenced price. The lowest price guarantee is not valid if the price difference is a consequence of the tax or stamp duty increase or significant changes in the exchange rate. It is also not applicable if the lower prices on other web pages are not up-to-date, and it is not possible to make a reservation at such prices, and in case of special last-minute offers. The lowest-price guarantee is applicable only at the moment of reservation and it cannot be applied later or after the the already carried out and paid reservation.

13. TRAVEL ISTRIA as an agent

TRAVEL ISTRIA is a tourist agency that provides agency services in the villa rent on the basis of an agency contract in the provision of accommodation services concluded with the villa owners, and it is not their Owner. The Owner is obliged in the contract with TRAVEL ISTRIA to give true and complete information about the villa, and therefore takes over a full responsibility towards the Guest. If the accommodation reservation cannot be completed due to the reasons which are out of control of TRAVEL ISTRIA, like a severe contract breach by the Owner, TRAVEL ISTRIA is authorized to cancel the reservation, and the agreed amount which was already paid by the Guest, shall be returned to the GUEST without delay. In this case TRAVEL ISTRIA can offer another, similar villa for the same price to the Guest.

TRAVEL ISTRIA or the Owner cannot be held responsible if the concluded Rental contract cannot be fulfilled or its fulfilment becomes significantly difficult due to an act of God (war, natural disaster, environmental disaster, epidemics, closing of borders, strike and similar acts) which could not be foreseen at the time of the rental contract conclusion.

14. Final provisions

TRAVEL ISTRIA is not liable for photographic errors and print-out errors of a written confirmation.

TRAVEL ISTRIA offers the villa information on its web page providing as accurate and up-to-date information as possible, which collects from the villa owners. The owner is exclusively liable for giving accurate and complete information about the villa. The use of information published on the web page www.travelistria.com, including any partial or complete reproduction represents a breach of the copyright and it is legally forbidden.

In case of breach of provisions of this Rental contract the Owner and TRAVEL ISTRIA are obliged 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 together with all the persons who stay there, and the Guest is not entitled to demand a return of the paid accommodation price from the owner or TRAVEL ISTRIA.

These conditions are made in the Croatian language, as foreseen by the law. In case of a doubt regarding the interpretation of particular terms in the translated version of these General conditions, the original version in the Croatian language shall be binding.

The contracting parties shall try to settle all possible disputes in an agreement. In case of any dispute, the parties agree to the competence of the competent Pula County Court and the application of the Croatian law.