

GENERAL TERMS AND CONDITIONS OF ŠIŠAN LTD.

ARRIVAL AND DEPARTURE

The earliest arrival time is 15.00 on the arrival day.

The latest departure time is 10.00 on the departure day.

Earlier arrivals and later departures only on request, it is acceptable.

Guest registration

The guest is obligated by Croatian law to provide the villa owner with 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 a refund of the paid rent.

Number of guests

At any time, the number of guests on the villa property cannot be higher than the one stated in the confirmation. The number of guests can be increased up to the maximum capacity stated on the villa website, no later than 3 (three) days before arrival. The guest number change request must be submitted by email. The total number of guests includes children regardless of their age. If unregistered guests are on the villa property, the owner retains the right to terminate the rental agreement immediately, without a notice period, and the guests are obligated to leave the villa permanently, within 2 (two) hours. A refund for the unused part of the rental period will not be possible.

PRICES AND PAYMENT

Unless otherwise mentioned, all the prices are stated in Euro per villa per week. The payment by credit cards is made in Euro.

The reservation is binding, and 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 that make a constituent part of the villa rental contract are accepted.

After the completion of the reservation process and payment, we shall send a written confirmation by e-mail. This confirmation shall contain all the necessary information about the accommodation. The rental contract is considered concluded at the moment when we receive the paid advance amount.

In case the payment is not made within 5 (five) 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, final cleaning of the interior, maintenance of the swimming pool and exterior, registration of stay, residential tax and the value-added tax are included in the accommodation price. The permitted payment methods for the advance payment is a bank transfer. All payments are to be made in EURO (EUR).

There is a possibility of exchange rate differences for other currencies. We cannot be responsible for the exchange rate differences or fees of other bank institutions.

For the rest payment (70% of the agreed accommodation price) the same payment methods that can be used for the advance payment are accepted, has to be made no later than 30 days before the arrival at the villa.

We recommend, to contract your own travel insurance which covers the travel cancellation risk.

Non-observance of the payment due date

The guest is obligated to make payments within the period and in a way described in this clause of the 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 a notice period. In case of contract termination, all the payments made to us shall not be returned.

TERMINATION AND CHANGES

A concluded rental contract can be terminated only in writing (by e-mail). The termination is effective only from the day when we received such a termination notice and only under the conditions from this

In case of termination of the contract, all the received payments until the termination date shall be retained, and the guest is not entitled to their return. We recommend, to contract your own travel insurance which covers the travel cancellation risk.

In case that the concluded contract cannot be fulfilled or its fulfilment becomes significantly difficult due to an act of God (e.g. war, natural disaster, environmental disaster, epidemics, the closing of borders, strike and the similar act of God) which could not be foreseen at the time of the rental contract conclusion, we may terminate the Rental Contract as the owner can be deemed liable in the above-mentioned cases.

DAMAGE DEPOSIT

The guest is obligated to leave a cash deposit on arrival to the owner/villa host. The deposit serves as security to the owner for caused damages in the villa. In case that the cost of the caused damage is higher than the deposited sum, the guest is obligated to pay the total damage amount to the owner. If no damage is caused to the villa, the owner/villa host is obligated to return the deposited sum to the guest at the guest's departure.

NON-INTENTIONAL GUEST CAUSED DAMAGES

The guest is obligated to behave responsibly towards the rented villa. The guest is obligated to return the villa in the condition in which he/she found it.

For any caused damage, the guest is liable directly to the owner, where the owner is entitled to use the security deposit to cover the sum of the damage in accordance with Article 5 of these Conditions. If the deposit sum does not cover the damage, the guest is obligated to pay the difference up to the total damage amount directly to the owner/villa host. Intentional property damage or disturbance of public order is considered a severe breach of provisions of the Rental Contract, in which case the owner are authorised to terminate the Rental contract which comes into force immediately, without a notice period, and the guest is obligated to permanently leave the villa within 2 (two) hours together with all the persons staying there, and he/she is not entitled to demand a return of the paid accommodation price from the owner.

The guest is obligated to report to the owner/villa host 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 the keys, the guest is obligated to examine the villa and the property around the villa with the owner/villa host. In case no damage is caused, the owner/villa host is obligated to return the deposit.

It can be considered that damage is also the need for additional cleaning, and the owner/villa host is entitled to use the security deposit to cover that damage or to demand immediate payment.

COMPLAINTS AND PRE-EXISTING DEFICIENCIES

If the guest on arrival notices insufficient cleaning, damages or other irregularities in the villa, he/she shall file a complaint within 24 hours. The complaints regarding cleaning are filed immediately. The complaint is filed directly to the villa owner. It is an obligation of the guest to try to avoid the damage occurrence or its expansion and to contribute to the effort to minimize any loss for the owner. In case of filing of any complaints, the guest is obligated to give an appropriate time frame to the owner to settle the complaint.

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

FINAL PROVISIONS AND JURISDICTION

We transmit all the villa information on the web page and aims at providing accurate and up-to-date information as possible.

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