

# 5 – T&C's and Contract

# 2021

## I SASSI BIANCHI VILLAS - CAVTAT



I SASSI BIANCHI VILLAS

Pavloviceva 13

HR-20210, Cavtat

Croatia

# Terms and Conditions for Rentals of “I Sassi Bianchi” Properties in Cavtat, Croatia

## **Please note:**

The rental of our properties is governed by the terms and conditions specified here forth. We try to meet the needs of our customers at best of our ability, so if you have specific requirements we encourage you to discuss them with us before booking.

## 1. MAKING A BOOKING AND PAYMENT

1.1 Choose the property (West House, East House or both) and contact us with your request. We will then provide the information on the availability and the exact cost of the requested services. Once you have made a provisional reservation with us we will ask you to confirm your booking by e-mail and pay a deposit. This must be from the first named person on the booking ('the party leader'). The party leader must be at least 18 years of age and must be authorized to make the booking on the basis of these booking conditions by all persons named on the booking. By confirming the booking details, the party leader confirms that he/she is so authorized and that all party members agree to be bound by the booking conditions set here forth.

1.2 If you cancel your reservation you will be subject to penalties as determined by the terms and conditions of the contract (see below). Upon paying the full amount, we will send you all of the necessary documents for your accommodation, including detailed instructions on how to reach us. We recommend that you purchase travel insurance in order to avoid possible losses caused by reservation cancellation. If you would like to cancel your reservation and reschedule it for another period, we will do our best to satisfy your demands. If you would like to pass on your reservation to someone else, we will accept this under the same terms, provided we are informed about who the new guests are. Please make all requests related to your reservation in written form. By confirming your reservation after reading this document and paying the advance, you explicitly confirm that you are familiar with these terms and conditions and that you accept them.

1.3 The party leader is responsible for making all payments due to us. Once an invoice has been sent out from Mirna Nekretnine doo (the company that owns “I Sassi Bianchi” properties) a minimum non-refundable deposit of 30% of the rental cost must be paid. A higher deposit may be required from time to time at the discretion of Mirna Nekretnine doo. The balance of your booking must be received not less than 60 days prior to your arrival date at the properties. Please make a note in your diary to send the final balance to us by the date due. A reminder invoice will be sent. If final balance is not received on time we may impose an administration fee of EUR 50. Further your booking may be canceled by us in the event of late payment of the final

balance. If booking within 60 days of arrival, the full cost of the rental must be paid at the time of booking.

1.4 Payment should be made as specified in the payment instructions at the time the reservation is placed (i.e. either via bank wire transfer or via PayPal). Please ensure you quote your booking reference number when processing the payment. All payments must be made in EUROS only. Please pay all bank charges and additional charges for payments via credit card as specified. From time to time we may accept payments via third parties (usually brokers or tourist agents), in that case you'll be advised of the payment instructions to this third party.

1.5 Bookings cannot be accepted from parties of young people less than 18 years of age. We reserve the right to refuse a booking without any given reason.

## 2. CONTRACT

2.1 A contract between you (the party leader) and Mirna Nekretnine doo (the property owner) will come into existence when you have paid a deposit (or full payment if booking within 60 days before departure) and we accept your booking by issuing a written confirmation. Any disputes, claim or other matter, which arises out of or in connection with this contract, will be dealt with by the local courts only.

2.2 It is important that you check the confirmation you receive from us immediately on receipt. You must contact us straight away if any information appears to be incorrect as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 14 days of our sending it out.

## 3. PRICES

3.1 Our villas are let fully furnished and equipped. The price includes reasonable use of linen, electricity, hot and cold water and air conditioning/heating. Satellite/Cable television does not include access to all channels. Internet access is available via a WIFI connection and it is assumed that the customer will bring their own device. Use of telephone facilities must be paid for locally.

# CONTRACT

## 1. GENERAL

This contract is between Mirna Nekretnine doo (owner of “I Sassi Bianchi” villas) and the undersigned party leader (hereafter also referenced as “you”). This contract incorporates all the conditions below.

## 2. SECURITY DEPOSIT

2.1 A security deposit is required to cover the cost of any damages or breakages. The deposit will be collected on your arrival at the villa and is usually EUR 400 per villa. For telephone use or other services a higher deposit may be required to cover eventual bills. You will be advised of this at the time of booking or if you decide on arrival that you wish to use additional services the higher deposit will be confirmed to you. Please ensure you have this amount of money ready when you arrive otherwise entry into the property may be delayed until the deposit is produced.

2.2 The deposit is usually refunded at the end of your stay subject to an inspection of the villa for damage. In some instances delays of up to 8 weeks in returning the deposit are caused due to awaiting utility bills or proof of damage.

2.3 You may request to pay the security deposit in cash in currencies different from EUR, however we reserve the right to accept or deny such requests at our sole discretion and establish on a case by case basis the amount and currency we will accept. We provide below an indication of indicative amounts of security deposits paid in other currencies.

Currency	Amount
Euros	EUR 400
Croatian Kunas	HRK 3100
US Dollars	USD 510
British Pound	GBP 400

The amounts above are subject to change based on currency market fluctuations.

## 3. VISA APPLICATIONS

Mirna Nekretnine doo and its authorized agents may be able to supply additional documentation in support of visa/other applications where necessary. An administration charge may be imposed for this service and may vary depending on the documentation requested. Any postage/courier service required is charged at supplier rates and is additional to the above administration charges.

## 5. CHANGES OF RESERVATION

If you wish to make other changes to your booking after it has been confirmed you must notify us in writing as soon as possible. We will endeavor to assist you but cannot give any guarantees. An amendment fee of EUR 50 per booking will be applicable along with any additional costs incurred as a result of the change. If you wish to amend your booking within 60 days of departure we may treat this as a cancellation. In this instance the charges as stated in the cancellation charge table in paragraph 6.1 will apply.

## 6. CANCELLATION

6.1 If you wish to cancel or part cancel your booking you may do so in written form (via email). All Cancellations will take effect from the date received by Mirna Nekretnine doo. In all cases a cancellation will only be accepted from the party leader. If you do cancel you will have to pay cancellation charges. The amount you pay depends on the date we have been informed of the cancellation in writing.

The following cancellation charges apply:

Cancellation Notification:	Charges:
More than 60 days prior to villa arrival:	100% of deposit
Less than 60 days prior to villa arrival:	100% of total cost

6.2 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. We strongly recommend that you purchase travel insurance when booking your villa rental.

## 7. CHANGES AND CANCELLATIONS BY US

7.1 In the unlikely event that alterations and cancellations have to be instigated by us, we will inform you as soon as possible and if requested we will try to arrange alternative accommodation of a similar type, standard and location.

7.2 If no alternative accommodation is available or acceptable, we will refund in full all monies paid and shall be under no other liability.

## 8. COMPLAINTS

8.1 If you have a problem whilst at your booked villa, please bring it to the attention of the Property Manager so that we may be given the opportunity to rectify it right at the time. Failure

to alert us of any problem whilst you are in the villa will lead to a rejection of your complaint subsequently.

8.2 If your complaint cannot be completely resolved locally by our representatives, you must inform us within 10 days of checking out of the property by writing to us giving full details of your complaint. In all cases we will try and settle the matter amicably. If you fail to notify us within 10 days of checking out of the property, we reserve the right to reject any claim.

8.3 If you vacate the property before the departure day without notifying our local representatives you will lose the right to compensation.

## 9. ARRIVAL AND DEPARTURE

9.1 Guests are expected to arrive between 3.00pm and 7.00pm Croatian time and to depart by 10.00am. We may accommodate variations to these times depending on your travel plans. If your arrival is outside these times please let us know as soon possible about your expected arrival time so that we can discuss suitable arrangements.

9.2 Details of whom to meet at the villa and of the check-in procedure are given in the Welcome Package sent to you once we have received payment of the deposit.

9.3 Mirna Nekretnine doo is unable to offer refunds as a result of time lost at your villa due to flight delays. In addition, refunds cannot be issued on villa rentals aborted early.

## 10. TRAVEL

10.1 The party leader is responsible for the parties taking with them correct travel documentation (passports and visas, driving licences, vehicle registration, green card, motor insurance etc).

## 11. YOUR RESPONSIBILITIES

11.1 You must keep the property and all furniture, fittings, effects, facilities, equipment and grounds in the same state of repair and condition as at the commencement of your holiday, and in the same state of cleanliness and general order in which it was found. You will be responsible for any breakages, loss or damage to the property. Once again we strongly recommend adequate insurance cover to be made by yourselves and all party members.

11.2 You are expected to leave the kitchen in the same conditions in which you found it and keep the villas in overall reasonably good cleanliness conditions.

**11.3 Mirna Nekretnine doo reserves the right to make deductions from the security deposit for excessive soilage and any extra cleaning over the number of hours committed to standard departure cleaning, and to claim compensation for costs over and above the sum of the security deposit.**

11.4 The parking of caravans/pitching of tents is strictly forbidden.

## 12. NUMBER OF PEOPLE USING THE PROPERTY

Only those persons named at time the time of booking may use the property without prior agreement. The maximum number of people, including infants, allowed at the property may not be exceeded. The owner has the right to terminate the rental without prior notice and without refund if the numbers are exceeded.

## 13. ACCESS

The property owner or their representative shall be allowed reasonable access to the property to carry out urgent maintenance and/or inspection.

## 14. BEHAVIOUR

The party leader is responsible for the correct and decent behavior of the party. Should you or a member of the party not behave in such a manner, the property owner or local representative/agent may use their absolute discretion and ask you and the party to vacate the property without refund.

The party leader assumes direct responsibility for all aspects during the occupation of the villa. Particular attention should be devoted to a responsible use of barbeque facilities (that should be supervised at all times while in use).

A copy of "house rules" is available in the villa and can also be provided upon request prior to arrival.

The party leader assumes direct responsibility to be fully informed about these house rules and that these house rules will be respected at all times by all members of his party.

## 15. LINEN

Linen is included in our properties. It is advisable to take a beach towel. Baby cots can be provided upon request however you will need to bring your own cot linen.

## 16. COMMERCIAL USE, SOCIAL EVENTS AND OTHER FUNCTIONS

Use of the villas for commercial purposes is expressly forbidden unless agreed upon prior to booking in which case additional terms and conditions and/or insurance may apply. If you are intending to organize a private function (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from Mirna Nekretnine doo. Additional charges and/or increased security deposit may be sought at the owner's discretion.

## 17. SECURITY AND VALUABLES

Any valuables left at the property are left at your own risk. Mirna Nekretnine doo is not responsible for their loss. No refund can be given should you decide to vacate the property as a consequence of a burglary.

## 18. INFORMATION

18.1 While we make every effort to ensure that descriptions supplied are accurate, we cannot accept responsibility for errors contained therein or the results thereof. You must accept that minor differences between the photograph/illustration/text used and actual property may arise.

18.2 We reserve the right to make modifications to the property specifications that are considered necessary in light of operating requirements. In the interest of continual improvement, property owners reserve the right to alter furniture, fittings, amenities, facilities or any part of any activities, either advertised or previously available without prior notice.

18.3 If material changes occur after your booking has been confirmed, we will advise you if there is time before departure.

## 19. PETS

Pets are not allowed unless with the explicit permission of the owner. The owner reserves the right to add a surcharge and/or increase the security deposit. Number of pets must be agreed prior to acceptance of booking.

## 20. ENVIRONMENT

20.1 Please be aware that our properties are in natural setting and as such you may encounter flora and fauna such as mosquitoes, wasps, ants, local dogs etc

20.3 Our properties are renovated on an ancient rural complex overlooking a fairly steep coastline. We encourage you to inquire with us before making a reservation if you have members of your party with walking difficulties. Due to the rocky nature of the coastline our properties have relatively steep approaches, many stairs accessing the local beaches. Whilst this



provides a spectacular location it might not be suitable for certain types of customers and again we encourage you to discuss these potential concerns with us ahead of making a reservation.

20.4 Please note we cannot be held responsible for any building or road workings occurring near the property. We will endeavor to advise you of any work occurring should we be aware of it, but work can occur at any time without our prior knowledge.

## 21. OUR LIABILITY

21.1 Mirna Nekretnine doo shall not be responsible for the death of, or personal injury of any member of a booking party, or of any other person at the property unless this results from the proven negligence of Mirna Nekretnine doo.

21.2 Mirna Nekretnine doo would like to remind clients of the importance of supervising children at all times especially around swimming pools and by the beach.

21.3 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws or measures of any kind on the part of the government or local authority, strikes, lock-outs or other industrial actions or disputes or adverse weather conditions.

21.4 On the event of discharge our liability shall be limited to the return of the sums paid to us in respect of the unused portion of the rental calculated on a pro rate daily basis less an administrative fee of EUR 50 to cover our reasonable expenses.

21.5 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtrations systems, nor for the failure of public utilities such as water, gas and electricity.

21.6 Mirna Nekretnine doo cannot be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control. In the event that a source of noise has been in existence prior to your arrival and we are informed of this, we will contact you to inform you of the disturbance.

21.7 We cannot accept responsibility for events out of our control e.g. bad weather including events arising as a result of very hot or unusual weather, delays caused by carrier companies, breakdown of domestic equipment.

## 22. WEBSITE LINKS

From time to time we may establish links from the <http://www.i-sassi-bianchi-villas.com/> website to other sites which we feel would be of interest to customers planning a villa holiday.

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MIRNA NEKRETNINE DOO – PAVLOVICEVA 13 – HR-20210, CAVTAT – CROATIA

OIB: 58777710995 MB: 1933396

OWNERS: PAOLO AND MIRNA GIORDANO

[HTTP://WWW.I-SASSI-BIANCHI-VILLAS.COM/](http://www.i-sassi-bianchi-villas.com/)

Mirna Nekretnine doo would like to make it clear that we are not responsible for the actions or content of these websites. It is your responsibility to check the status of these sites.

### 23. PARKING

There are a limited number of parking spots available around the villas, we encourage the party leader to request to reserve the number of parking spots desired during the stay at the time of reservation. We will try to accommodate all requests to the best of our ability.

### 24. SPECIAL REQUESTS

We will endeavor to meet any requests you may have prior to travel but unfortunately we cannot guarantee them. Special requests do not form part of our contractual obligations to you and we accept no liability if they are not met.

I hereby acknowledge I have read the entire terms and conditions and the contract, I understand them and accept them fully.

RENTAL TERMS:

- West Villa
- East Villa
- West and East Villa combined

Start date: \_\_\_\_\_

End date: \_\_\_\_\_

Refundable deposit due at check-in: \_\_\_\_\_

Total rental cost: \_\_\_\_\_

“PARTY LEADER”

\_\_\_\_\_ (please sign)

\_\_\_\_\_ (please print name)

\_\_\_\_\_ (please print address and phone num)

\_\_\_\_\_

\_\_\_\_\_ (date and location)

MIRNA NEKRETNINE doo

\_\_\_\_\_

Mirna Nekretnine doo

\_\_\_\_\_ (date and location)

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## Guest List