

Terms of Service

HC Immo D.O.O.

ZRNOVO 658

HR - 20275 ZRNOVO

Owner: HC IMMO D.O.O. Korcula.Holiday

Tenant: Guest who made the booking with his fellow travellers

The apartments are offered as holiday apartments for the purpose of recreation, leisure or short-term business rather than main residence. This is expressly accepted by the renter.

The renter declares that he has another habitual residence or main residence. A different use leads to the termination without notice of the lease.



Booking and rental contract

Booking requests can be communicated via email or via the website. By submitting the booking request, the renter agrees to conclude a rental agreement based on the present conditions. By sending the booking confirmation by the owner, which takes place by mail, the contract is considered completed and binding. If a written confirmation was no longer possible, but only by phone, then the provision of the apartment is sufficient.

Services and price

The apartment is rented to the tenant for the specified duration of the contract and may only be occupied by the maximum number of persons indicated. The contractually agreed services can be found on the website of the apartment and the details in the booking confirmation. The price includes accommodation, electricity, water, heating, internet access, bed linen and towels. The prices are in Euro including VAT.

Deposit

The deposit of € 200 has to be paid directly at the reception on the day of arrival and will be refunded on departure, provided no damage has been caused.

Payment

You will receive our invoice and a written confirmation by e-mail. The deposit is 30% of the invoice amount and must be paid no later than 60 days before departure. The balance is due 14 days prior to arrival. Both are to be paid by bank transfer to the account of the owner mentioned on the invoice. If the down payment is not received by the landlord in time, the landlord is entitled to terminate the contract without notice and to cancel the booking.

Without full payment there is no entitlement to the provision of the rental service.

Cancellation fees are due immediately.

Payment charges are charged to the renter.

Place of performance for all payment obligations is Zagreb.

Arrival and departure

On the day of arrival, **check-in** takes place between 16.00 and 20.00. Key collection takes place at the reception.

Check-out on the day of departure is between 09.00 - 11.00. Additional costs due to late handover of the apartment (compensation claim of the following tenant, increased cleaning costs, etc.) shall be borne by the tenant.

Exceptions are only possible in consultation with the owner and require the written form.

Contract change

If the tenant wants to change the rental period and the owner agrees on this change requests, the price valid for the changed rental period applies. The owner can charge a rebooking fee.

Up to the beginning of the tenancy, the tenant can be replaced after notification to the owner by another suitable person. An increase in the number of people is only possible up to the maximum number shown on the Internet and will be charged according to the tariff. This requires the express consent of the owner. If the number of persons booked or the arrival and departure times of individual persons are not reached, no price will be refunded.

In case of early departure, the remaining amount of the unused service will in principle not be refunded.

Termination & Cancellation Conditions

Cancellations must be made in writing.

Termination by the tenant

The renter is obligated to pay the following cancellation fees to the owner in case of non-use of the contractual services for the booked and promised period. Decisive is the time of receipt of the written declaration of withdrawal from the owner:

- From the 60th day before departure or in case of no show cancellation fees in the amount of 30% of the total invoice amount will be charged.

The cancellation fees can be deducted from the deposit. If the cancellation fees exceed the amount of the deposit, the owner is entitled to charge the difference to the renter. A cancellation insurance is not included in the rental price.

Termination by the owner

The landlord can terminate the tenancy agreement without notice, if the tenant persistently disturbed other residents despite warnings or endangers others by his behavior or behaves otherwise contrary to the contract. In this case, the rent expires. Any increased return costs will be borne by the renter.

Exceptional circumstances

If the renter can not show up on the day of arrival because of unforeseeable circumstances (such as extreme weather conditions, natural disasters) all means of arrival are excluded, the renter is not obliged to pay the agreed fee for the days of the prevented arrival. Immediate agreement of the owner is necessary. If the rental of the property is significantly impeded, endangered or impaired due to unforeseen uninhabitability or force majeure (such as

natural disasters or epidemics), the owner may terminate the contract prior to and during the contract. In case of cancellation, the renter receives the paid rental price for the duration of the not happened use immediately. A further claim does not exist.

If departure due to force majeure is not possible at the end of the rental period, the rental period may be extended by the lessor at a proportionate cost if the apartment is available.

Liability of the owner

The owner is liable for the accuracy of the description of the rental property and is obliged to properly perform the contractually agreed services and to receive during the entire rental period.

For short-term failure of furnishings, public utilities, etc., the owner can not be held liable. A price reduction is excluded.

The owner is not liable for defective or decommissioned technical equipment, as far as he was not aware of this or were made known. He must ensure after the announcement for the fastest possible replacement.

A change in the equipment of the apartment remains reserved to the owner.

The owner is not liable in cases of force majeure (eg fire, flood, etc.).

The use of the paths to the apartment, the apartment, the stairs, the equipment, pool and sports equipment etc. is at the risk of the tenant.

The owner is not liable for burglary, theft, loss or damage of any items of any kind (including money and valuables - also applies to underground parking). The custody of cloakroom, musical instruments, electronic devices and other objects is also the responsibility of the renter.

For accidents in the apartment / underground parking, even third persons opposite, the owner assumes no liability. He is also not liable for any inconvenience or nuisance caused outside of his responsibility or by third parties.

The owner is entitled to enter the apartment in case of imminent danger or special needs, e.g. for repairs that became necessary at short notice.

Duties of the tenant

Duty of care

The tenant agrees to treat the rental property including inventory with all due care.

For the damage of furnishings, rented premises or the building the tenant is liable for compensation, if and insofar as it was culpably caused by him or his fellow travellers or visitors. In the event of any faults in the equipment and facilities of the rental property, the renter is obliged to notify the renter immediately.

Notification obligation

The tenant is obliged to inform the owner about defects in the rental property without delay. If the renter fails to provide this notification, he is not entitled to any

claims for non-performance of the contractual services (in particular, no claims for rent reduction). Missing items from the inventory list, the tenant must notify the owner on the day following the arrival latest.

Liability for damages

The tenant is liable for self-inflicted damage of the apartment during its use in full. The renter is liable for the loss, destruction or damage of objects caused by him. In case of damages in the apartment, the tenant, as far as he is not obligated by himself for the removal, has to inform the owner or the named by contact point immediately. The renter is liable for compensation for consequential damage caused by late notification. Missing inventory items that were not reported as in the item "notification obligation" will be charged to the renter. The owner is obliged to announce this damage within 7 days after departure to the guest in writing and in form of an invoice.

Others

In case of imminent danger, the renter is obliged to inform the owner immediately in person or by telephone.

The renter is responsible for the observance of all important regulations for the execution of the journey (passport, visa and health regulations). All disadvantages, in particular the payment of cancellation fees, which arise from the non-compliance with these regulations, shall be borne by the renter.

In case of loss of the apartment keys the renter is liable with € 100 per key set.

Data protection:

We refer to our current privacy policy - declaration on information obligation (see homepage under "Privacy Policy" or link on contact form and booking form).

You are entitled to information, correction, deletion, restriction, data portability, revocation and opposition (we require a copy of your photo ID for identification purposes). Please contact us: office@korcula.holiday

If you believe that the processing of your data violates data protection law or if your data protection claims have otherwise been violated in a way, you can complain to the supervisory authority.

Attention to the special regulations

- In the interest of ALL guests smoking is not allowed.
- Bringing pets is not allowed.
- Do not throw or dump waste, ashes, sanitary products, harmful liquids in the sink, dishwasher and toilet. (ATTENTION: BIO-AGING SYSTEM!) If, due to non-observance of these regulations, blockages occur in the sewage pipes, the polluter has to take the costs of

repairing it.

- Please do not take anything from the apartment (towels in the swimming pool or similar) to outside.
- Quietness during night: 22:00 to 07:00: Avoid loud music, loud door closing and other disturbing noises. Media devices (TV, radio, etc,) please at room volume. The owner is entitled to demand reduction of undue noise from the renter.

Special instructions

- Please ventilate the apartment sufficiently.
- When leaving the apartment, make sure that the air conditioning, lights and all appliances (except of dishwasher and refrigerator) are switched off.
- On departure day please leave your apartment as follows: refuse disposal, dishes washed, windows locked.
- Lost property (left-over items) will be returned upon request for a fee (freight collect).

Should one of these mentioned regulations be ineffective, this does not affect the validity of the other regulations. In case of invalid regulations, a corresponding one applies.

Additional agreements that do not comply with the content of these conditions or specifications require an express confirmation by the owner. Oral agreements will not take effect until they have been confirmed in writing by the owner.

Information of all kinds is given to the best of our knowledge, but without guarantee.

The correction of errors as well as printing and calculation errors remains reserved.

Place of fulfillment and jurisdiction: Zagreb. Croatian law applies.

Status of the Terms and Conditions: May 2018