



## GENERAL TERMS AND CONDITIONS OF MY ISTRIA

### IN GENERAL

MY ISTRIA is a travel agency (hereinafter: MY ISTRIA) owned by a commercial company Meus d.o.o. (Ltd.) specialised for agency activities in renting of private villas with swimming-pools. MY ISTRIA contracts accommodation services directly with real estate owners in order to secure its guests a service at the highest possible level. All advertised villas are under contract with MY ISTRIA and they all have licenses issued by the state authorities.

### INTRODUCTION

The rental contract which you enter into with MY ISTRIA as an agent, you as a lessee (hereinafter: guest) actually conclude with the villa-vacation house owner (hereinafter: Villa) as a lessor (hereinafter: Owner). MY ISTRIA acts exclusively as an agent and it shall be liable only as an agent.

By paying an advance for the reservation of the selected villa in the demanded period you unconditionally accept these General conditions which shall be published on the web page of MY ISTRIA [www.myistria.com](http://www.myistria.com) which come into force on the day of publishing.

After MY ISTRIA receives the payment of the reservation down payment, it shall send a written confirmation to the guest by e-mail (hereinafter: confirmation), which shall contain a precise villa location and all necessary contact information. The written confirmation, together with these General Conditions make a Rental contract between the guest and the villa owner.

The guest must be at least 21 years old on the villa booking date.

### 1. ARRIVAL AND DEPARTURE

The earliest arrival time is 16.00 on the arrival day. The latest departure time is 10.00 on the departure day. Earlier arrivals and later departures will not be possible.

#### 1.1. Guest registration

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

### 2. VILLA

#### 2.1. 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 and/or MY ISTRIA retain 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.

## **2.2. Youth groups**

In case that the guests are 25 years old or younger, they are considered a youth group. Special conditions may apply to youth groups, depending on the individual villa house rules. Youth groups are obligated to inform MY ISTRIA prior to or immediately after the booking about their youth group status.

Non-compliance with this article may result in an immediate non-refundable booking cancelation.

## **2.3. Tents and camp trailers**

It is forbidden to set up tents or bring camp trailers or similar. If this provision is not respected, the owner and/or MY ISTRIA are authorized to terminate the lease agreement immediately, without a notice period, and the guest is obligated to leave the villa permanently together with all the persons staying there within 2 (two) hours, and he/ she is not entitled to demand from the owner or MY ISTRIA the return of the paid sum for accommodation.

## **2.4. House pets and allergies**

It is marked on the web page of each villa if pets are allowed and under which conditions. Pets are not allowed in the pools in any of the villas. Possible additional costs for the cleaning regarding the pets shall be clearly mentioned on the web page of the villa. During the reservation process, the guest has to select the number of pets, and an additional cleaning costs charge (if it is foreseen) related to pets is automatically added to the total rental fee amount. It is not permitted to keep a larger number of pets than the number which is registered and mentioned on the confirmation. In case that the guest wishes to bring more than 2 (two) pets, he/she must additionally contact MY ISTRIA, and without a written permission it shall not be permitted to keep more than 2 (two) pets in a villa.

The pet owners are responsible for cleaning of pet waste after their pet, and 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. All pets must be timely vaccinated against rabidity and all other illnesses in accordance with the valid regulations. The guest are recommended to inform themselves about possible common pet illnesses in the travel area and to prevent them. Keeping of pets in a villa is the exclusive responsibility of the guest, and owners and MY ISTRIA do not take any responsibility for a possible illness or injury that the pets might suffer during their stay.

In some villas it is not permitted to keep pets. However, neither the owner nor MY ISTRIA can guarantee that there were no pets in the house previously, or that the owner has no pets. MY ISTRIA does not take any responsibility for possible allergic reactions of guests that might occur in any of the houses.

If the guest brings a pet that was not announced in advance, the owner and/or MY ISTRIA retain the right to terminate the rental contract immediately, without a notice period, and the guest is obligated to leave the villa permanently within 2 (two) hours with all the persons staying there, and he is not entitled to demand from the owner or MY ISTRIA the return of the paid sum for the accommodation.

## **2.5. Newly built villas**

At the reservation of a newly built villa, the guest must be aware that it might happen that there was not enough time for the grass, plants, flowers etc. to grow in the garden.

## **2.6. Noise**

In case that the guests disturb public order by noise and do not calm down after a warning, that can be considered a severe breach of the rental contract provisions, in which case the owner and/or MY ISTRIA are authorized to terminate the rental contract immediately, without a notice period, and the guest is obligated to leave the villa permanently together with all the persons staying there within 2 (two) hours, and he is not entitled to demand from the owner or MY ISTRIA the return of the paid sum for accommodation.

## **2.7. Swimming pools**

The guest is obligated to obey the instructions of any kind that refer to the usage of swimming pools and that are given by the owner or MY ISTRIA for the guest's own safety. The guest is responsible for using the swimming pool in any sense. Children must be under the supervision of adults in the swimming pool area at all times. The guest uses the swimming pool at his/her own responsibility. Please note that out of the summer season, the swimming pool might not be usable.

You should take into consideration that the usage of whirlpools is related to certain health risks, and you use it at your own responsibility. The water in the whirlpools might not be warm until the late evening hours on the day of the guest's arrival. It is forbidden to climb on the whirlpool lids. The lids are used for isolation, they are not designed and adjusted to bear weight of a person and can be easily broken. In case that the lid is broken, the guest is obligated to compensate the damage directly to the owner.

## **2.8. House rules**

Each villa has its own house rules that are put on a visible place in the villa. Guests are obligated to follow the house rules. If the guest does not follow the house rules, that can be considered a severe breach of the rental contract provisions, and in this case the owner and/or MY ISTRIA are entitled to terminate the rental contract immediately, without a notice period, and the guest is obligated to leave the villa permanently with all the persons staying there within 2 (two) hours, and he/ she is not entitled to demand the return of the paid accommodation price from the owner or MY ISTRIA.

## **3. 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.

In addition to the amounts listed below, we will also charge you a non-refundable service fee for our agency's service. The exact amount of the service fee is 40 EUR for each booking and it will be specifically communicated to you before you pay.

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 that make a constituent part of the villa rental contract are accepted. After the completion of the reservation process and payment, MY ISTRIA shall send a written confirmation by e-mail. This confirmation shall contain all the necessary information about the accommodation and along with these General conditions, it represents a Rental contract concluded with the house owner, with the mediation of the agency MY ISTRIA. The rental contract is considered concluded at the moment when MY ISTRIA receives the paid advance amount. In case that the payment is not made within 3 (three) days from the reservation day, the Rental contract is deemed terminated.

The costs of water, gas, electric power and internet, as well as bedlinen, 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 are: credit cards, Pay Pal and bank transfer. All payments are to be made in EURO (EUR). There is a possibility of exchange rate differences for other currencies. MY ISTRIA 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. The payment by credit cards, Pay Pal or bank transfer has to be made no later than 30 days before the arrival at the villa so that MY ISTRIA has enough time to forward the payment to the villa owner.

In case of a cancelation of the reservation, none of the payments that were made to MY ISTRIA can be returned because MY ISTRIA forwards the payments to the villa owners, in accordance with an

agreement with the owners. We recommend, to contract a cancelation policy from Article 6 of these conditions, offered in cooperation with Allianz Insurance Plc., that can be chosen during the booking process, or to contract an own travel insurance which covers the travel cancelation risk.

### **3.1. Reservations that were made 30 or more days before the beginning of the rental period**

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

a) the advance payment of 30% of the total agreed accommodation price is due for payment IMMEDIATELY if the payment method with credit card or Pay Pal is selected. If the payment via bank transfer is selected, the advance payment has to be received by MY ISTRIA within 3 (three) days;

b) 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 Pay Pal. If the payment in cash is selected (in villas where this is permitted; in case there is such a possibility, it is offered during the booking process) the rest of 70% is due for payment immediately after the guest's arrival, and the guest is obligated to pay the rest immediately directly to the owner/ villa host. There is no possibility to pay electronically (cards/Pay Pal) in the villa.

### **3.2. Reservations that were made 30 days or less before the beginning of the rental period**

a) The total rental amount is due IMMEDIATELY for payment by credit cards, bank transfer and Pay Pal. It is not possible to select bank transfer as payment method if the arrival date is in less than 15 days from the date that the reservation was made.

b) In case that the guest selects the payment of the rest of the agreed accommodation price in cash (in villas where this is permitted; in case there is such a possibility, it is offered during the booking process) the advance payment in the amount of 30% of the agreed accommodation price is due IMMEDIATELY for payment, and the rest of 70% is due cash on guest's arrival. There is no possibility to pay electronically (cards/Pay Pal) in the villa.

### **3.3. Non-observance of the payment due dates**

The guest is obligated to make payments within the period and in a way described in this clause of the General 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 MY ISTRIA shall not be returned.

## **4. TERMINATION AND CHANGES**

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

**4.2.** 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. We recommend, to contract a cancelation policy from Article 6 of these conditions, offered in cooperation with Allianz Insurance Plc., that can be chosen during the booking process, or to contract an own travel insurance which covers the travel cancelation risk.

**4.3.** In case that the guest can find another guest as their substitute in the same period, for the same price and under the same conditions, MY ISTRIA shall transfer the Rental contract to the new guest immediately after a written receipt of all necessary data about the new guest, and it shall send him/her a written confirmation about it. The already received accommodation price sums shall be retained by MY ISTRIA after the transferred contract, and the new guest is obligated to pay the rest up to the total accommodation price depending on the previously selected payment method that is an integral part of the contract.

**4.4.** It is not possible to transfer the booking to another villa, as MY ISTRIA forwards all the payments to the individual villa owners immediately.

**4.5.** In case that the concluded Rental contract cannot be fulfilled or its fulfilment becomes significantly difficult due to an act of God (e.g. war, natural disaster, environmental disaster, epidemics, closing of borders, strike and similar act of God) which could not be foreseen at the time of the rental contract conclusion, MY ISTRIA and the owner may terminate the Rental Contract as neither MY ISTRIA, nor the owner can be deemed liable in the above mentioned cases.

## **5. DAMAGE DEPOSIT**

The guest is obligated (if he/she has no property damage liability insurance policy from Article 6 of these Conditions) to leave a cash deposit on arrival to the owner/villa host. The deposit sum that the guest is obligated to deposit with the owner/villa host at arrival shall be stated in the written confirmation. 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.

## **6. INSURANCE PRODUCTS IN ASSOCIATION WITH ALLIANZ INSURANCE**

### **6.1. Insurance policy for property damage liability**

During the reservation process, the guest shall be offered the option to contract a property damage insurance. All the details and insurance conditions are defined in the documents that the guest receives from the Allianz Insurance Plc. while contracting the policy and they are available on the web page of MY ISTRIA <https://www.myistria.com/carefree-rental-and-lowest-price-guarantee>.

If the guest has this insurance policy, he/she is not obligated to make a cash damage deposit from Article 5 of these Conditions. In case that the cost of the caused damage is higher than the sum covered by the property insurance policy (1250 €), the guest is obligated to pay the difference to the owner.

The damage property insurance policy does not cover damages that were caused by an intentional destruction of property and in that case the guest is obligated to cover all the damage which he/she caused.

### **6.2. Insurance policy for booking cancelation**

During the reservation process, the guest shall be offered the option to contract a cancelation insurance. All the details and insurance conditions are defined in the documents that the guest receives from the Allianz Insurance Plc. during contracting the policy and they are available on the web page MY ISTRIA <https://www.myistria.com/carefree-rental-and-lowest-price-guarantee>.

In case of cancelation of a reservation, the guest demands a refund in accordance with the conditions of the insurance company, directly from the insurance company. MY ISTRIA shall give all necessary documentation on request of the insurance company for the needs of processing the claim for damages.

### **6.3. Lowest price guarantee**

MY ISTRIA guarantees to its guests that the accommodation prices for each of the offered villas are the lowest on the official pages of the agency [www.myistria.com](http://www.myistria.com), i.e. that the same villa cannot be found at lower prices in other advertisements.

In case that the guest finds 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 is offered by MY ISTRIA and delivers an evidence about it in writing to [contact@myistria.com](mailto:contact@myistria.com), 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 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, as well as in case of special offers. The lowest-price guarantee is applicable only at the moment of reservation and it cannot be applied later or after the reservation has already been carried out and paid.

## **7. 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. If the guest has no insurance from Article 6.1. of these Conditions, 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.

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 and/or MY ISTRIA 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 or MY ISTRIA.

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 from Article 5 of these Conditions, if he/she received it, to the guest, and in case that damage was caused and the guest has the insurance from the Clause 6.1, he/she is obligated to act in accordance with the insurance conditions.

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 an immediate payment if the guest has a property damage insurance from Article 6.1. of these Conditions, which does not cover such situations.

## **8. 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 or his/her authorized representative.

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 a previous notice and agreement with MY ISTRIA shall be at risk and costs of the guest, and MY ISTRIA has no liability.

The villa owner is responsible for any deviations to the villa state from the one advertised on MY ISTRIA webpage.

## **9. MY ISTRIA AS AN AGENT**

MY ISTRIA is a tourist agency that provides agency services in renting villas on the basis of an agency contract of accommodation services concluded with the villa owners and is not their owner. The owner is obligated in the contract with MY ISTRIA to give true and complete information about the villa, and therefore he/she takes full responsibility towards the guest. If in opposition to the expectations of MY ISTRIA the reservation of accommodation cannot be completed due to reasons that are out of control of MY ISTRIA, such as due to sale on the basis of the court order or due to severe contract breach by the owner or similar, MY ISTRIA is authorized to cancel the reservation, and the agreed amount which was already paid by the guest, shall be returned to him/her without delay. As an alternative, depending on guest preference, MY ISTRIA can offer an alternative villa to the guest.

## **10. FINAL PROVISIONS AND JURISDICTION**

**10.1.** MY ISTRIA transmits all the villa information on the web page and aims at providing as accurate and up-to-date information as possible, which it collects from the villa owners. The owner is exclusively liable for giving accurate and complete information about the villa, and MY ISTRIA cannot be considered liable in case of inaccurate, incomplete or false information.

**10.2.** Each business use of information published on the web page [www.myistria.com](http://www.myistria.com), including any partial or complete reproduction represents a breach of copyright and it is legally forbidden.

**10.3.** In case of breach of provisions of this Rental contract the owner (after the consultation with MY ISTRIA) and/or MY ISTRIA are obligated to terminate the Rental contract which comes into force immediately, without a notice period, and the guest is obligated to leave the villa permanently 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 or MY ISTRIA.

**10.4.** These General business conditions are made in Croatian language and are translated into English and German language by an authorised court interpreter. In case of a doubt regarding the interpretation of particular terms in the translated version of these General conditions the original version in Croatian language shall be binding.

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