

General business terms

**General business terms for procured services of Leeb d.o.o. – Turistička Agencija Istria Travel – Trg Matteotti 10, HR 52210 Rovinj.
Valid individual travellers and tour operators for.**

The general business terms only refer to the word guest. Meant are individual travellers as well as tour operators.

1. Services of Istria Travel

Istria Travel is facilitator of accommodation, sports- and tourist programs. Information about our offered services are available on our web site. Further there will be important information about offered services attached to the offer.

Services depend on each single offerer of the accommodation-, sports- or tourist service. The guest is entitled to the service described in the offer. The offered service is valid as booked once the booking confirmation is signed; except in case of unexpected circumstances (such as: war, riots, strike, terrorist attacks, epidemics, elementary natural catastrophes, interventions of responsible state organs, death or illness of the offerer a.o.)

2. Booking and payment

Requests and bookings will be handled via the internet, written or personal in the business rooms of Istria Travel.

While booking is in process the guest confirms that the general business terms are known and fully accepted.

Through this procedure all that is written in the general business terms is valid as legal obligation for the guest as well as for Istria Travel.

For booking it is necessary to pay a deposit dependable on the amount of the booked services. The residue and local tax are to be paid the latest 15 days before arrival at destination to the bank account of Istria Travel. Transferal costs are to be paid by the guest. Payment by credit card is not accepted.

Group bookings: An obligatory list of room occupancy has to be send to Istria Travel the latest 14 days before arrival of the group. In exceptional cases Istria Travel is entitled to claim the occupancy list earlier.

3. Local tax

Referring to the bill of local tax guests shall pay local tax at the same time the accommodation is paid. The tax will be between 2 and 7 Kuna per adult and day; teenagers between 12 and 18 years of age receive a discount of 50 %. Children under the age of 12 don't pay any local tax. The amount of the local tax depends on the destination and travel date. Referring to the general business terms local tax will be deducted together with the residue.



4. Prices for accommodation and other services

The amount for the accommodation includes all basic services as described for the booked accommodation. Special services are such that are not included in the amount to be paid for the accommodation; they will be paid separately by the guest. All services are to be paid in Euro.

Istria Travel is entitled to change offered prices in case of price changes of the service provider or in case of currency changes.

Istria Travel guarantees guests the price that is offered in the booking in case the guest has already paid the deposit.

In case price changes take place before the deposit is being paid Istria Travel is obliged to inform the guest about the price change.

In case there are more guests using the services/ accommodation as booked (voucher), the owner of the accommodation is entitled to deduct the accommodation or to accept all guests, but only when guests pay a supplementary compensation for their accommodation right away.

5. Categories and description of services

Offered accommodations are described referring to the official categories of the tourist institution in charge and based on a perambulation of Istria Travel before accommodation offers were published.

Standards of the accommodations, food and services etc. vary from town to town and country to country and are not comparable.

Information the guest receives at the sales outlet, do not oblige Istria Travel in a higher level than shown on the internet site www.istria-travel.com or as described in the offer.

6. Changes and right to give notice by Istria Travel

Istria Travel has the right to change a booking, in case extraordinary not foreseeable circumstances make it necessary. (see under 1.)

A booked accommodation can only be changed through beforehand information by the guest, and only if the newly wanted accommodation is in the same category or in a higher category.

In case the alternate accommodation can only be offered in a higher category and costs for this accommodation are 15 % higher than the paid booking price, Istria Travel reserves the right to require a supplementary compensation. That procedure will be used in agreement with the guest.

In case a change of a booked accommodation is not possible, Istria Travel reserves the right to cancel the booking. The guest will be informed at least 7 days before the accommodation should have been used and all payments made will be reimbursed.



7. Changes and right to give notice by the guest

Bookings can only be cancelled in written form (e-mail, via mail or fax). The day the written cancellation resp. notice reaches Istria Travel is valid as the official date of cancellation.

Change in this matter means changes of the number of persons, beginning date and end date of services.

The first change of booking is free of charge, but only if it does not reinduce additional costs. For each other booking change (change of number of persons, change of date of arrival or departure, change of accommodation or other services) there is a fee of 15 Euro to be paid by the guest.

In case a change of booking is not possible and the guest resigns from an already confirmed booking, the following terms of notice are valid. A change of accommodation and each other change within 30 days before arrival or while the stay lasts is valid as resignation.

In case of resignation the date the resignation reaches Istria Travel is the base for the calculation of cancellation costs.

The following calculation is valid:

- for cancellation in between 30 and 21 days before arrival the guest pays 10 % of service costs (the deposit will be retained)
- for cancellation in between 20 and 15 days before arrival the guest pays 35 % of service costs (the deposit will be retained)
- for cancellation in between 14 and 9 days before arrival the guest pays 50 % of service costs
- for cancellation in between 8 and 3 days before arrival the guest pays 80 % of the whole service costs
- for cancellation in between 3 and 0 days before arrival or in case the guest does not notify at the holiday resort resp. the guest reneges the declared begin of stay, the guest pays 100 % of the whole accomodation costs
- If a group booking at special holidays (Easter, christmas etc.), for which a deposit is already payed, is cancelled within 45 days before before arrival, Istria Travel reserves the right to retain the complete ammount of the already received deposit as damage costs

In case the number of persons of a group is reduced over 20 % of the confirmed persons, cancellation costs as above describes are to be payed.

In case the guest arrives without conferring with Istria Travel not untill midnight of the confirmed arrival date, the booking is valid as cancelled.

Costs of cancellation are to be payed as described above.

In case the actual costs are higher than the above mentioned, Istria Travel reserves the right to claim the actual costs from the guest

If a guest that cancels a booking finds another user for the same booking, only the costs of this change are to be payed by the guest.

8. Obligations of Istria Travel

Istria Travel has the obligation to care for the confirmed services and for choosing the service operators. Also Istria Travel has to take care of the rights and interests of the guests in consensus with the usual practise in the tourist branch.

Istria Travel will perform all obligations as described. Only in extraordinary circumstance as described under point 1, Istria Travel will proceed as described under point 6.

9. Obligations of the guest

the guest is obliged to:

- carry valid traveller documents
- abide toll- and currency commandments of the Republic of Croatia
- heed the rules of the house for rented accommodation and work together with the service operators with good intent
- give all documents showing payed services (original voucher or in exceptional cases other documents that show payment is made) at arrival at the holiday resort
- check autonomous if a visa (for example Slovenia) is needed to enter Croatia

In case of not obeying the above obligations the guest is liable and obliged to pay for arosed damage. Once the booking is confirmed, the guest is obliged to pay right away for any damage made.

10. Luggage

Istria Travel is not liable for damaged, destroyed or lost luggage. It is also not liable if luggage or objects of value are stolen out of the accommodation (it is recommended to rent a safe, if possible). If luggage is lost or stolen notification has to be made at the service operator and the police.

11. Complaints

If the offered services are defective, the guest can claim compensation. The claim has to be made in written form. Every guest has the right to claim damage if payed services were not rendered. Every guest formulates his or her own complaint.

Complaints are to be proceeded as follows:

- The guest has to claim the defective service directly at the service offerer. The guest has to work together with Istria Travel and the service offerer in good intent, to solve the cause of the complaint. In case the guest does not accept a solution that is comparable with the payed service Istria Travel will not accept a later complaint.
- In case the cause of the complaint cannot be removed, the guest writes together with a representative of Istria Travel a written complaint in duplicate, that is signed by both parties. The guest keeps one specimen.
- The latest 28 days after the arrival from the holiday the guest has to send the written complaint together with all documents to Istria Travel. Istria Travel only accepts fully documented complaints, that are received by Istria Travel within the above mentioned 28 days.



- Istria Travel is obliged to give a written decision about the complaint within 14 days after receiving the complaint. Istria Travel can extend this time span max. 14 days to gain more information and to examine all appearances made by the service offerer. Istria Travel will only give way to such complaints that could not be solved at the holiday resort.
- As long as Istria Travel has not made a decision, the guest waives to the procurement via another person and a claim in front of a court. Also the guest is obliged to give no information to the media.

The highest possible amount for the damage is the confirmed price for the claimed service. The compensation does not include an amount for already used services and also not the whole amount of the service. Hereby a right of the guest to receive a compensation for ideational damage is excluded.

12. Area of jurisdiction

If a guest is not satisfied by the decision made about his or her complaint, he or she has the right legal clarification. In that case the commercial court in Rijeka/ Croatia is competent.

13. Annotation

by paying the deposit for the booking of an accommodation or other services resp. by paying the whole amount the guest fully accepts the general terms of business.

14. Advice

We advice each guest to conclude a journey insurance, a health insurance, luggage insurance. All these insurances can be booked online on our website www.istria-travel.com.

Rovinj, 12.12.2002