

## **GENERAL TERMS AND CONDITIONS**

BELL HOLIDAY is a travel agency (hereinafter: BELL HOLIDAY) specialized for agency activities in renting accommodation such as private villas with pools, houses, apartments, studio apartments and bedrooms. BELL HOLIDAY contracts accommodation services directly with property owners and therefore it is not the owner of the same, in order to provide its guests a service at the highest possible level. All the owners agreed to present true and complete information about the accommodation and therefore are fully responsible to the guest. All advertised accommodation facilities are under contract with BELL HOLIDAY and all have licenses issued by the state authorities. All facilities have been personally checked by BELL HOLIDAY employees. If the owner of the real estates does not have photos of the accommodation, then BELL HOLIDAY make photographs and provide accurate information to the guests.

### **INTRODUCTION**

The contract is made between BELL HOLIDAY as an agent, guest as a lessee, and the accommodation owner as a lessor. BELL HOLIDAY acts exclusively as an agent and it will be liable and responsible only as an agent.

For each reservation, BELL HOLIDAY requires payment in advance when booking the selected object in the requested period, and the owner of the building unconditionally accepts these General Terms and Conditions. BELL HOLIDAY reserves the right to change these General Terms and Conditions which will be published on the website [www.bellholiday.com](http://www.bellholiday.com) which come into force on the day of publishing. All the annexes to the Rental Contract will be valid only if made in a written form.

After BELL HOLIDAY receives an advance payment of the reservation, it will send a written reservation confirmation to the guest that must contain a precise location of the property and all necessary contact information. A written reservation confirmation with these General Terms and Conditions makes a Rental Contract between the guest as a lessee and the owner as a lessor.

Guests must be at least 18 years old on the day of reservation of the accommodation.

### **1. RENT BEGINNING**

The time of arrival and departure is unchangeable, and it is indicated on the reservation confirmation and the guest has to obey it. The confirmation contains information about the arrival time for certain property. This time is generally scheduled at 14:00 local time for rooms, studio apartments and apartments, and 16:00 local time for villas and holiday homes, unless otherwise indicated on the confirmation. In case of an earlier arrival, the guest will not be able to take over the accommodation prior to the arrival time indicated in the confirmation. The keys must be in the property or handed over personally. The check-out from the accommodation must always be no later than 10:00 on the departure day, and the

guest is obliged to return the keys to the owner. In case of later departure than the agreed, the guest is obliged to pay the owner all additional costs which incurred, and the owner charges them directly on the spot to the guest.

According to the Law of the Republic of Croatia, the guest is obliged to give the owner of the accommodation a valid personal identification document which is used for the purposes of registration with the Croatian Touris Board (HTZ). These 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 reimbursement of rent paid.

## **2. ACCOMMODATION**

### **2.1. Number of guests**

At any time the total number of persons residing in accommodation or its belonging premises cannot be higher than the one mentioned in the confirmation. This number of persons includes children regardless of their age. The children up to one year of age are excluded if their arrival is announced. Only on the request of the guest the number of persons can be increased until the maximum capacity no later than 3 (three) days before arrival. The requested change of the guests number must be submitted in a written form via email directly to BELL HOLIDAY. When the lease begins, the guest is obliged to announce all the visitors that come to visit him or her. The total number of persons which are in the accommodation or at the property around the accommodation, including the guests and visitors, cannot be higher than the maximum number of guests permitted without a special permission of the owner. If more persons than the maximum permitted number stays in the accommodation or on the possession around the property without the permission of the owner, the owner and/or BELL HOLIDAY retain the right to terminate the lease agreement which comes into force immediately, without the notice period, and the guest is obliged to leave the accommodation permanently together with all the other persons which stay there within 2 (two) hours, and he is not entitled to demand the return of the sum of the paid accommodation from the owner or BELL HOLIDAY.

### **2.2. Youth groups**

In case the guests are younger than 25 years, they are obliged to inform BELL HOLIDAY immediately at the reservation about the exact number of guests and their age. In this case a payment of an additional deposit might be necessary for property damage. BELL HOLIDAY and the owner retain the right to reject the groups of guests younger than 25 years in case that BELL HOLIDAY has not been informed about their arrival, and in that case the guests are not entitled to a return of the paid accommodation price.

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

It is absolutely forbidden to build tents or bring camp trailers on the properties that are rented. The owner or BELL HOLIDAY are authorized to demand that the above mentioned is removed without any delay. If the guest does not fulfill the mentioned requests without delay, the owner and/or BELL HOLIDAY are then authorized to terminate the lease agreement which comes into force immediately, without a notice period, and the guest is obliged to leave the property permanently together with all the persons which stay there within 2 (two) hours, and he is not entitled to demand a return of the paid accommodation price from the owner or BELL HOLIDAY.

#### **2.4. Pets and allergies**

The permission to keep pets will be specified on the web page of BELL HOLIDAY near each accommodation property that allows pets under the conditions foreseen for each property separately, which shall be mentioned on their web pages. Each additional cost compensation for the cleaning regarding the pets will be clearly stated on the web page of the accommodation. During the reservation process the guest has to select the number of pets, and an additional cleaning cost charge 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 or she must additionally contact BELL HOLIDAY, and without a written permission it will not be permitted to keep more than 2 (two) pets in an accommodation property. The pet owners are responsible for cleaning of pet waste after their pets, and the pets are not allowed to sit on the furniture at any time. Each evidence that proves a pet being on the furniture may cause additional cleaning costs. All pets must be timely vaccinated in accordance with the valid regulations. The guests are recommended an appropriate prevention for the protection of pets against common illnesses. Keeping of pets in an accommodatio is at an exclusive responsibility of the guest, therefore the owner and BELL HOLIDAY do not take over any responsibility for a possible illness or injury which the pets might suffer during the stay. The approach to the swimming pools is strictly forbidden to the pets. In some accommodation properties keeping of pets is not permitted. However, neither the owner nor BELL HOLIDAY can guarantee that there were no pets in the accommodation previously, or that the owner has no pets. BELL HOLIDAY does not take over a responsibility for the allergic reactions of guests which might occur in any of the houses. If the guest brings a pet which was not announced, the owner and/or BELL HOLIDAY retain the right to terminate the Rental Contract which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently within 2 (two) hours with all the persons who stay there, and he is not entitled to demand from the owner or BELL HOLIDAY the return of the paid accommodation price.

#### **2.5. Noise**

There is a possibility that in the area of the certain accommodation the guests suddenly hear noise which comes from a building site, traffic or similar. Neither the owner, nor BELL HOLIDAY can be considered responsible for the mentioned noise. In case that the guests disturb public order by any kind of noise and do not calm down after the warning, that can

be considered a severe breach of the Rental Contract, in which case the owner and/or BELL HOLIDAY are authorized to terminate the Rental Contract which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently together with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price from the owner or BELL HOLIDAY.

## **2.6. Swimming pools and whirlpools**

The guests are obliged to obey the instructions referred to the usage of swimming pools and whirlpools which are given by the owner or BELL HOLIDAY due to his or her own safety. The guest is fully responsible for using a swimming pool or whirlpool in any sense. The children must not be present at the swimming pool area without the supervision of adults. The guest uses the swimming-pool at his or her own responsibility. If the accommodation is reserved out of the summer season it might happen that the swimming pool is out of use. Guests should take into consideration that the usage of whirlpools is related to certain health risks, and they have to use it at their 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 stay 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 obliged to compensate damage directly to the owner.

## **2.7. House order**

Each accommodation property has its house order which is put on a visible place and is available to the guests. Guests are obliged to obey the house order rules. If the guests do not obey the house order rules, that can be considered a severe breach of the Rental Contract, in which case the owner and/or BELL HOLIDAY are entitled to terminate the Rental Contract, which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price from the owner or BELL HOLIDAY.

## **3. PRICES AND PAYMENT**

Unless otherwise mentioned, all accommodation prices are stated in Euro, and credit card charges are made at the equivalent of HRK (Croatian kuna) at the middle exchange rate for foreign exchange on the day of collection. 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 terms and conditions are accepted. After the completion of the reservation process and payment BELL HOLIDAY will send a written reservation confirmation via email, which contains all the necessary information about the accommodation and along with these General terms and conditions it represents a Rental Contract concluded with the

owner with BELL HOLIDAY as an agent. The Rental Contract is considered concluded at the moment when BELL HOLIDAY receives the paid advance amount. In case that the payment is not made within 7 (seven) days from the reservation day, the Rental Contract is considered terminated, and BELL HOLIDAY is authorised to conclude a new Rental Contract with another guest, without a special notice to the previous guest. The costs of water, gas, electric power and internet as well as bed linen, towels, kitchen towels, final cleaning of the interior, maintenance of the swimming pool and exterior, registration of guests and residential tax and the value added tax are included in the accommodation price. The permitted payment methods for the advance payment are: certain credit cards, PayPal and bank transfer. All payments are to be made in EUR and there is a possibility of exchange rate differences for other currencies. BELL HOLIDAY cannot be responsible for the exchange rate differences or fees of other bank institutions. For the rest of the payment (70% of the agreed accommodation price) all the previously mentioned payment methods are possible. The payment by credit cards, PayPal and bank transfer has to be made no later than 30 days before the arrival to the accommodation so that BELL HOLIDAY has enough time for forwarding the payment to the owner. In case of reservation cancellation all the payments which are made to BELL HOLIDAY cannot be refunded because BELL HOLIDAY forwards the payments to the owners according to an agreement with them.

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

For the reservations which were made 30 days or more before the beginning of the rental period an advance payment of 30 % of the total agreed accommodation price is due for payment immediately if the payment method over a credit card or PayPal is selected. If the payment over bank transfers is selected, the advance payment has to be received by BELL HOLIDAY within 7 (seven) days. 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 PayPal. If the payment in cash is selected, for the accommodation properties where that possibility is permitted which is mentioned on the web page of BELL HOLIDAY, the rest of 70% is due for payment immediately after the guest's arrival, and the guest is obliged to pay the rest immediately directly to the owner. There is no possibility to pay electronically with credit cards or by PayPal in the accommodation properties.

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

For the reservations which were made 30 days or less before the beginning of the rental period then the total rental amount is due immediately for payment by credit cards, bank transfers and PayPal. Only in certain cases selecting a bank transfer as a payment method is possible if the arrival date is less than 15 days at the moment of making of reservation. In case where the guest selects the payment in cash of a part of the agreed accommodation price, in accommodation properties where that possibility is permitted, which is specified on the BELL HOLIDAY web page, the advance payment in the amount of 30% from the total agreed accommodation price is due immediately for payment, and the rest of 70% is due for payment immediately after the guest's arrival, and the guest is obliged to pay immediately

the rest directly to the owner. There is no possibility to pay electronically with credit cards or by PayPal in the accommodation properties.

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

The guest is obliged to make payments in a way described in this clause of the General Terms and 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 the notice period, and BELL HOLIDAY is not obliged to inform the guest about it. BELL HOLIDAY will, although it is not obliged, but in accordance with its business policy of a special appreciation of its guests, send the guest a notice as a reminder of the payment obligation with an appropriate fulfillment period. At the termination of the contract all the previous payments made to BELL HOLIDAY will not be refunded.

## **4. CANCELLATION, TERMINATION AND CHANGES**

### **4.1. Cancellation exclusively via e-mail**

A concluded Rental Contract can be terminated only in written form via email. The termination is effective only from the day when BELL HOLIDAY received such a termination notice and only under the conditions from this Clause.

### **4.2. Refund of canceled reservation fee**

In the event of the termination of the Rental Contract, BELL HOLIDAY retains all previously received payments by the day of cancellation and the guest is not entitled to their return.

### **4.3. Transfer of booking**

In case that the guest finds another guest as his substitute in the same period, for the same price and under the same conditions, BELL HOLIDAY will then transfer immediately after a written receipt all the necessary data of the Rental contract to a new guest, and it will send him or her a written confirmation about it. The previously received accommodation price sums will be retained by BELL HOLIDAY after the transferred Rental Contract, and the new guest is obliged to pay the rest up to the total accommodation price depending on the previously selected payment method which makes an integral part of the contract.

### **4.4. Subsequent change of accommodation**

Any additional change of the accommodation property is not possible, and all the received payments are retained because BELL HOLIDAY as an agent has a previously concluded contract for the provision of accommodation services with the accommodation owners who

are various physical persons or legal entities, and an invoice is issued at the reservation, the tax is paid and the money is transferred to the owner.

## **5. DEPOSIT IN CASE OF DAMAGE**

The guest is obliged to leave a deposit in cash on the arrival to the certain properties, such as villas, or houses, for the insurance of the possible caused damages. The deposit sum which the guest is obliged to give to the owner at the arrival will be stated in a written reservation confirmation. The deposit serves as a security to the owner for caused damages in the villa or a house, and the owner is entitled to cover the damage from the deposit. In case that the caused damage is higher than the deposited sum, the guest is obliged to pay the total damage amount to the owner. If no damage is caused to the villa or house, the owner is obliged to return the deposited sum to the guest at the takeover of keys at the guest's departure.

## **6. DAMAGE**

The guest is obliged to behave responsibly towards the rented accommodation property and is obliged to return the property in the condition in which he or she received it. For any caused damage the guest is liable directly to the owner. The owner is entitled to use a deposit to cover the sum of the actual damage in accordance with the Clause 5 of these Terms and Conditions. If the deposit sum does not cover the damage the guest is obliged to pay the difference up to the total damage amount directly to the owner. An intentional property damage or disturbance of public order is considered a severe breach of the Rental Contract, in which case the owner and/or BELL HOLIDAY are authorised to terminate the Rental Contract which comes into force immediately, without the notice period, and the guest is obliged to permanently leave the property within 2 (two) hours together with all the persons present on the site, and he or she is not entitled to demand a return of the paid accommodation price from the owner or BELL HOLIDAY. The guest is obliged to report to the owner immediately the occurrence of any kind of damage on the property or its surroundings during the rental period. At the guest's departure and before the return of the keys, the guest is obliged to examine the property with the owner. In case no damage is done, the owner is obliged to return the deposit from the Clause 5 of these Terms and Conditions, if he or she received it, to the guest, and in case of the caused damage. The owner undertakes to ensure the correctness of all devices in the accommodation. If any device fails, the customer is obliged to notify the owner and/or BELL HOLIDAY of the situation occurring in order to organize the repair within a reasonable time.

## **7. ADDITIONAL SERVICES**

### **7.1. Telephone**

The use of telephone is not included in the accommodation price, but it can be agreed upon directly with an owner if there is a possibility. The charging method for the use of phone is

subject to the agreement between the guest and the owner. If a use of phone is agreed as an additional service, the owner is entitled to demand from the guest to leave a higher deposit from the Clause 5 of these Terms and Conditions than the deposit mentioned in the reservation confirmation.

## **7.2. Other additional services**

If the guest has special requests which are not included in the accommodation price (such as cooks, waiters, special food etc.) they could be fulfilled, if there is a possibility, by the owner or a third party. Additional services must be announced in advance via email in order to be fulfilled in the best quality, of course if there is a possibility. BELL HOLIDAY neither provides nor charges additional services, but only gives support in their arrangement, and BELL HOLIDAY cannot be considered liable for the quality of services provided by third parties.

## **8. DAMAGES, COMPLAINTS AND REPAIR**

When taking over the certain accommodation property, if the guest notices an insufficient cleaning, damage or other irregularities within the property, or has complaints of other type, he or she will file a complaint no later than within 24 hours. The complaints regarding cleaning must be filed immediately. The complaint is filed directly to the owner or his or her authorized representative. If the complaint is not settled in a satisfactory way for the guest, the guest will then contact BELL HOLIDAY directly by phone or via email in order to settle the claim in a satisfactory way. Written complaints are delivered to the following email address: [info@bellholiday.com](mailto:info@bellholiday.com). It is a guest's obligation to try to avoid the damage occurrence or its expansion and to contribute the effort to minimize any loss for the owner. In case of filing of any complaints the guest is obliged to give an appropriate term to the owner to settle the complaint. BELL HOLIDAY has checked the object condition at the contract conclusion with the owner, and therefore it is not liable for possible additional deviations from the provided information mentioned on the web page. The guest's departure from the accommodation property before the end of the foreseen rent and without the previous notice and agreement with BELL HOLIDAY will be at risk and costs of the guest, and BELL HOLIDAY has no liability. If the guest does not leave an appropriate term to the object owner for the removal of irregularities related to the damage repair or move to another property he or she loses right to them, and in that case he or she cannot terminate the concluded Rental Contract. The owner is exclusively liable to the guest for a possible direct property damage. Neither BELL HOLIDAY nor the owner can be considered liable for any form of a non-material damage in the form of a breach of personality right.

## **9. TECHNICAL EQUIPMENT**

Properties contain all the necessary devices, technical equipment and other conveniences which secure a pleasant stay for the guest. The owner is obliged to secure the proper function of all devices in the accommodation property. In case of a non-function or failure of any of the devices the guest will inform the owner and/or BELL HOLIDAY about the occurred

situation so that BELL HOLIDAY could demand from the owner to organise the repair and remove the failure as soon as possible. The owner is obliged to remove the reported failure within a reasonable period.

## **10. EXTRAORDINARY EVENTS**

If reservation of accommodation can not be completed due to reasons beyond the jurisdiction of BELL HOLIDAY, for example due to the sale of a property on the basis of a court order or for breach of the contract by the owner, BELL HOLIDAY is authorized to cancel the reservation and the agreed amount paid by the guest will be returned without delay. As an alternative, BELL HOLIDAY can offer a different, similar accommodation for the same price. Also, in case that the concluded Rental Contract cannot be fulfilled or its fulfilment becomes significantly difficult due to an extraordinary event such as war, natural disaster, environmental disaster, epidemics, closing of borders, strike or some other similar event, that could not be predicted at the time of conclusion of the Rental Contract, BELL HOLIDAY and the owner can terminate the Rental Contract since neither BELL HOLIDAY nor the owner can be held responsible for the aforementioned cases.

## **11. FINAL PROVISIONS AND JURISDICTION**

11.1. BELL HOLIDAY is not liable for photographic errors and printed errors that can occur when printing confirmation.

11.2. BELL HOLIDAY transmits all the property information on the web page and aims at providing as accurate and up-to-date information as possible, that collects from the owners directly. The owner is exclusively liable for giving accurate and complete information about the property, and BELL HOLIDAY cannot be considered liable in case of inaccurate, incomplete or false information.

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

11.4. In case of breach of this Rental Contract, the owner (after the consultation with BELL HOLIDAY) and/or BELL HOLIDAY are obliged to terminate the Rental Contract which comes into force immediately, without the notice period, and the guest is obliged to leave the premises permanently within 2 (two) hours together with all the persons who stay there, and he or she is not entitled to demand a return of the paid accommodation price from the owner or BELL HOLIDAY.

11.5. These General Terms and Conditions are made in Croatian language, and are translated into English and German language. In case of a doubt regarding the interpretation of particular terms in the translated version of these General Terms and Conditions the original version in Croatian language will be taken in consideration.

11.6. The contracting parties will 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.

## **12. PERSONAL DATA PROTECTION**

BELL HOLIDAY is committed to protecting the personal data of its guests and collecting only the data necessary for fulfilling the agency's obligations. All information about the users are strictly confidential and available only in places where such information are necessary for the conduct of business.