



"RIVAturist" d.o.o. BAŠKA, Ribarska 49, CROATIA

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1. GENERAL TERMS AND CONDITIONS

RIVATURIST BAŠKA D.O.O, travel agency (there in after RIVATURIST BAŠKA only), stands as an intermediary for the tourist services offered, in this case accommodation services, between the guest (customer) and the host family, a hotel or other accommodation type. RIVATURIST BAŠKA provides information on a reservation of accommodation services on the web page www.rivatourist-baska.hr.

2. BOOKING

Inquiries and booking of accommodation can be done electronically, by mail or personally at the RIVATURIST BAŠKA office as well as at RIVATURIST BAŠKA partner agencies.

On receipt of your booking request, the customer will receive from us an offer of accommodation and a quotation.

Furthermore, the customer will receive a written confirmation of the reservation on the basis of which he shall pay an advance and thereby confirm the reservation.

Thereupon the customer will receive a credit voucher containing all the necessary information about the reservation.

When booking, the customer is required to pay an advance and to give all the information necessary in the booking procedure.

3. PAYMENT

a) Advance payment

The advance is required and it shall be paid upon receipt of the booking confirmation if not stated differently. On the contrary, the reservation will be considered canceled.

When paying it is necessary to include the name of the person who made the payment or for whom the payment is made, the reservation number as well as the name of the accommodation unit which the reservation refers to.

The advance can make 20 to 50 % of the total price and it is in accordance with the booked period and type of services that a customer has chosen.

A copy of the payment shall be sent by e-mail or fax. (Fax number: +385 51 856 336).

Thereupon the customer will receive a credit voucher containing all the necessary information about the reservation.

The agency will deduct the paid advance upon payment of the total amount of the price .

b) The rest of the payment

- For accommodation in a hotel you have to pay the remaining part of the total sum at least 15 days before the service is required. On receipt of the entire amount the agency will e-mail you the original Voucher to your e-mail address. You should hand in this Voucher directly at the reception desk of the hotel.

- For suites and rooms in private accommodation the price difference between the advance and the total sum can be paid before using the service or in our agency after reaching you destination. There you should present your credit voucher.

4. SERVICE PRICES

a) General services

The price of accommodation includes the basic service as described in the booked accommodation unit (there is a note "the price includes" in the descriptions of apartments). The price of accommodation is given in EURO. RIVATURIST BAŠKA reserves the right to make changes to the stated prices (in the event that the host changes prices or there are changes in exchange rates).

For customers who have paid an advance for their reservation, RIVATURIST BAŠKA guarantees the price of accommodation, stated in the calculation according to which the advance was paid.

If the changes occurs prior to the payment of the advance, RIVATURIST BAŠKA is required to inform the customer.

If more customers, than are stated on the voucher, arrive at the accommodation unit, the host has the right to deny the extra customers accommodation or to accommodate all of the customers at extra charge directly made to the host according to the actual prices.

The prices stated on the web pages of RIVATURIST BAŠKA (www.rivaturist-baska.hr) and all the others domains of RIVATURIST BAŠKA are calculated on the basis of our contracts with our partner agencies and do not need to respond to the prices in the destination where the customer stays for his holiday, so this cannot be the reason of a complaint.

b) Special (other) services

Special services are those not included in the price of accommodation. These services must be requested at the time of booking or upon arrival only if they are in the description of the accommodation unit indicated under ("OTHER CONDITIONS"); Therefore the customer pays for them separately according to the price list at the office where the customer registers himself in for sojourn.

5. TOURIST TAX

According to the Croatian Law on the Residence Tax, customers/citizens who stay in a tourist place other than their place of residence and sojourn in a hotel or other accommodation

building (-house) in which catering services and tourist activities are run, are required to pay the tourist tax.

The amount of Sojourn Tax to be paid will be stated on your reservation calculation and will be paid together with the rest of the price of services upon arrival.

6. CATEGORIZATION AND SERVICE DESCRIPTION

Accommodation units offered by RIVATURIST BAŠKA (apartments, hotels or other objects) and our partners are described in accordance to the official categorization of the authorized institution, and based on onsite assessment prior to being put in RIVATURIST BAŠKA 's online offer. Standards for accommodation, food, services, etc. differ from place to place, country to country, and cannot be compared. Information obtained at the point of sale does not oblige RIVATURIST BAŠKA in any way more than any information available on the Internet pages of Rivaturist Baška.

The accommodation services can be started to make use of at 2 p.m. on the day of arrival. If it possible to start to make use of them sooner, RIVATURIST BAŠKA is required to inform the customer.

The customer is obliged to leave the accommodation unit till 10 a.m. on the day of departure and to inform the office he registered in till 6 p.m. at the very latest. If a guest cannot arrive until 10p.m. he shall give notice to the agency he has to register in till 6 p.m. On the contrary the agency is not liable to wait for the guest.

7. CHANGES AND CANCELLATION FROM THE CUSTOMER'S POINT OF VIEW

Should the customer wish to change or cancel a reservation, this must be done in written form (email, mail, or fax) at least 30 days prior to the arrival. The following are examples of changes: changes to the number of customers, changes to arrival / departure dates. Changes must be made at least 30 days prior to the arrival.

If it is possible to make a change without further expenses for RIVATURIST BAŠKA, it will be made free of charge.

Should a change to the reservation not be possible and should the customer cancel for this reason, RIVATURIST BAŠKA gives the customer the advance money back less for 30% All changes or cancellations done within 30 days of the arrival date, RIVATURIST BAŠKA retains the right to keep the entire amount of the advance money paid. In circumstances caused by conditions beyond their control, customers must produce a written statement (by e-mail or fax) and RIVATURIST BAŠKA will charge for real costs of the cancellation only. In case of non - appearance of the guest (customer) by 12.00 on the second day of his sojourn the conditions for the cancellation of reservation will be enforced and RIVATURIST BAŠKA does not give the customer back the advance paid unless a later arrival time has been agreed with RIVATURIST BAŠKA or with the agency the customer has to register.

8. RIVATURIST BAŠKA 's RIGHTS TO CHANGES AND CANCELLATION

RIVATURIST BAŠKA reserves the right to change or modify a reservation in case of circumstances caused by conditions beyond its control that cannot be predicted, avoided or rectified (wars, riots, strikes, acts of terrorism, natural disasters, sanitary disruptions, restrictions by local authorities, death or illness of service provider and other similar circumstances).

Booked accommodation can be substituted only by an accommodation unit of the same or higher category and at the price confirmed during booking, provided that customer is notified ahead of time.

In cases where substitute accommodation for paid accommodation is not available, RIVATURIST BAŠKA reserves the right to cancel the reservation upon prior customer notification (at least 7 days before arrival) and guarantees the refund of the complete paid amount. Should an adequate substitute accommodation not be available on the day of arrival, RIVATURIST BAŠKA will provide information on an available accommodation offer (the same or higher category accommodation service than the booked one).

9. CUSTOMER'S OBLIGATIONS

- The customer is required to have valid travel documents,
- the customer shall obey custom regulations and currency exchange regulations of the country where the destination is located,
- upon arrival when registering in the travel agency the customer shall provide a valid document (an identity card or a passport),
- the customer shall produce the confirmation of payment (Voucher received by mail or email) upon arrival in order to pay the rest of the price,
- the customer has to obey house rules in accommodation units and have good relations with the host.

Should the customer not follow the above listed obligations, the customer is liable for caused damage (caused to the host) and must cover the expenses. By confirming the reservation, the customer accepts to pay for all damages caused directly to the host. RIVATURIST BAŠKA excludes its responsibility of the caused damage.

10. RIVATURIST BAŠKA 'S OBLIGATIONS

RIVATURIST BAŠKA is obliged to send the customer the voucher against paid advanced. The voucher is the confirmation of reservation and there are all the services which are going to be made use of by the customer stated.

It is RIVATURIST BAŠKA 's obligation to take care of the provided services, hosts, and customers' interests and rights according to the accepted customs and practices in tourism and in accordance to these terms.

11. LUGGAGE

RIVATURIST BAŠKA is not responsible for damaged, destroyed or lost luggage, as well as for the theft of luggage or valuables in the accommodation unit (rental of a safety deposit box is recommended if available).

Lost luggage or stolen goods should be reported to the host, to the office of the agency where the customer is registered and the local police department.

12. COMPLAINTS

Should the services provided not be completely accomplished, the customer is entitled to seek reasonable compensation by filing in a written complaint. Every customer is entitled to file a complaint if the paid service is not provided.

Complaint procedure:

The guest is required to complain to the service provider about the inadequate service immediately on the day of his/her arrival and to notify RIVATURIST BAŠKA's office by email rivaturist@rivaturist-baska.hr 00 385 51 856 336 or personally in the RIVATURIST BAŠKA's office in Baška, Ribarska 49, 51523 Baška Croatia.

The guest is required to cooperate with RIVATURIST BAŠKA representatives and the service provider in good faith in order to rectify the problem. If the guest refuses to accept the solution that is in accordance with services paid for, RIVATURIST BAŠKA is not required to accept any further complaints referring to this service.

If the problem is not rectified even after on the spot intervention by an RIVATURIST BAŠKA representative, the representative will put down in writing a record of the complaint in two copies, one for RIVATURIST BAŠKA and the other for the guest. In such cases, the guest is required to send a written complaint along with the representative's record, other relevant documents and photographs that prove reasons for the complaint to RIVATURIST BAŠKA by email at rivaturist@rivaturist-baska.hr or by mail at RIVATURIST Ribarska 49 51523 Baška, Croatia; within 30 days upon returning from holiday. RIVATURIST BAŠKA will take into consideration only properly filed complaints received within 30 days.

RIVATURIST BAŠKA assumes responsibility to make a written decision to the complaint within 15 days upon receipt of the complaint. Should RIVATURIST BAŠKA need more time to collect information and verify the complaint with the host, it can prolong the response time by a maximum of 15 days.

RIVATURIST BAŠKA will take into consideration only those complaints that could not be solved on the spot.

The maximum compensation per complaint can amount to the cost of the part of the service(s) in the complaint. It cannot amount to the total paid to RIVATURIST BAŠKA and cannot include services already provided. This excludes the right of the client to get the compensation of the ideal damage.

13. PRIVACY PROTECTION

In order to respect your privacy rights we apply the following principles:

- we have to know your personal data,
- we shall share your personal data only with a third person who is involved in the reservation process.

14. AGENCY'S RIGHT TO CHANGE THE TERMS OF SERVICE

RIVATURIST BAŠKA retains the right to change the terms of the internet page use, as well as other terms of business. However, the changes will not affect the reservations already made and paid.

15. TERMS OF USE OF THESE PAGES

The internet page www.rivaturist-baska.hr and all other pages of RIVATURIST BAŠKA provide information on the reservation of accommodation units on the basis of descriptions and pictures for each accommodation unit. Moreover, on these pages you can get information about the availability of a desired accommodation unit for the period requested and make your reservation.

We want to draw your attention to the fact that all internet transactions shall be made by an adult person. Herewith, you pledge yourself to take financial responsibility for all

transactions made either by you or an under age person from your family. Furthermore, you are responsible for your under age children who use your personal data as well as for the authenticity and accuracy of the data provided to us for the booking requirements and financial transactions.

Shall these pages be in any way misused (by making a wrong reservation or other) you will not be allowed to access the pages.

16. REMARKS

It is considered that the customer is familiar with the general terms about accommodation services and that he accepts them fully at the moment of the confirmation of the reservation. Thus, everything stated in the general terms becomes a legal obligation both for the customer and RIVATURIST BAŠKA .

17. COURT JURISDICTION

Should the customer not be satisfied with the solution to the complaint, the matter can be taken to court, Rijeka Commercial Court jurisdiction, (Trgovački sud - Rijeka).

Baška, november 2009!