

## **GENERAL TERMS**

### **1. CONTENT OF OFFER**

Travel agency Laguna , Tepli bok 25, 22202 Primošten , ID-KOD : HR-AB-22-15010005193

(in further text Laguna) insures the accommodation service to the guest according to information available on site [www.laguna-primosten.hr](http://www.laguna-primosten.hr), and also in accordance with the period and details of the confirmed reservation, except in case of illness or death of the host or his closest family; and also Laguna is not liable for force majeure conditions that cannot be anticipated or eliminated (natural disasters: earthquakes, floods, fires, droughts, wars, strikes, acts of terrorism and restrictions issued by the government: mobilization, ban to exit the country).

### **2. BOOKING AND PAYMENT**

Inquiries and booking for accommodation are received electronically, by e-mail or in person at the Laguna's office. When booking, the guest confirms that they accept the General Terms entirely. In other words, everything stated in the General Terms becomes legally binding both for the guest and the agency. When booking, the guest is required to give all the information necessary in the booking procedure. To confirm the booking it is necessary to pay the advance depending on the payment method. The balance must be paid at least 15 days prior to the arrival date or directly to the agency Laguna upon arrival. The guest is informed about the payment methods while confirming the reservation. Note when paying by credit card - the amount charged will be expressed in HRK (CROATIAN KUNA) according to the exchange rate of HNB on the billing day .

### **3. RESIDENCE TAX**

According to the Croatian Law on the Residence Tax, guest pays the Residence Tax when paying for their accommodation. The amount of Residence Tax is stated on your price quotation. The Residence Tax is defined by the law and it varies from 2,00 to 7,00 KN per person per day for adults. Young people from the age of 12 to 18 have a 50% discount, while children under the age of 12 are exempt from paying. The final amount of the Residence Tax is determined by the destination in the Republic of Croatia and the travel period.

### **4. PRICE OF ACCOMMODATION UNIT**

The price of accommodation includes the basic service that is published with all accommodation units. Additional services are not included in the price of the accommodation, therefore the guest pays for them separately. These services must be requested at the time of the booking. Laguna reserves the right to make changes to the stated prices (in case when the host changes prices of the accommodation . For customers who have paid an advancement for their reservation, Laguna guarantees the price of accommodation, stated in the price quotation according to which the advance was paid. If the price of increase be higher then 10% the guest has a right to cancel the reservation. In that case guest has the right to refund of the already paid amount without the right to compensation. If more guests than are stated on the voucher arrive to 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. Rates listed in our offers and programs are based on agreements made with our business partners and do not necessarily match the rates available or listed on the spot at the accommodation unit in which the guest resides, therefore possible differences in rates can not be subject to complaint.

### **5. CATEGORIZATION AND SERVICE STANDARDS**

Accommodation standards, as well as the food standards, or some other service standards in certain places and countries vary, and are not subject to comparison, therefore the indicated category of the accommodation unit by Laguna is in accordance with the category which has been determined and approved by the competent body according to the official categorization of the certain country where the accommodation unit is situated, and which is in force at the moment of booking, and therefore, it indicates a certain accommodation service standard exclusively on the territory and in accordance with the criteria of the country in which the accommodation unit is situated.

### **6. AGENCY'S RIGHT TO CHANGES AND CANCELLATION**

Laguna reserves the right to change or cancel the booked accommodation if before or during holidays special conditions occur that cannot be avoided or eliminated (See Article 1). Booked accommodation can be substituted only with the permission of the guest and by an accommodation of the same or higher category and at the price confirmed during booking. If the substitute accommodation is available only in an accommodation unit of higher category and if the price of the substitute accommodation is higher by 15% or more than the initially booked accommodation, Laguna reserves the right to charge the price difference upon consulting the customer. In cases where substitute accommodation for paid accommodation is not available, Laguna 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. If an adequate substitute accommodation will not be available on the day of arrival, Laguna will try to provide information on available accommodation that is not included in Laguna's offer and guarantees the refund of the complete paid amount.

## **7. CUSTOMER'S RIGHT TO CHANGES AND CANCELLATION**

In the case that the guest wishes to change or cancel a reservation after the advance payment, this must be done in written form (email, mail, or fax). The change includes the change in the number of people or change of the arrival or departure dates at latest 30 days prior to the arrival date. The change of the accommodation unit and every change within the 30 days prior to the start of the reservation and also during the use of the accommodation unit is considered the cancellation of the reservation. The first change to the reservation is free of charge, unless it entails further expenses for the agency. For all further changes to the reservation, 15 EUR will be charged per change. In case of the cancellation of the confirmed reservation, once paid advance money will not be returned to the guest.

If the guest does not arrive at the booked accommodation unit before 22.00 h on the arrival date, and does not inform Laguna, the reservation is considered to be cancelled, and therefore the cancellation costs will be charged as described above. If the guest find a replacement for the cancelled reservation, Laguna will only charge the real costs caused by the replacement.

## **8. AGENCY'S OBLIGATIONS**

It is Laguna's obligation to take care of provided services, the choice of hosts, and customers' rights and interests according to accepted customs in tourism. Laguna will carry out all stated obligations in full and as described above, except in circumstances caused by conditions beyond its control (Article 1), when Article 7 is applied. Laguna is not responsible for destroyed, lost, damaged 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 or the payment of the travel insurance that includes the luggage insurance). Lost luggage or stolen goods are reported to the host and the local police department.

## **9. CUSTOMER'S OBLIGATIONS**

The customer is required:

- to have valid travel documents,
- to obey customs regulations and currency exchange regulations of the Republic of Croatia,
- to obey house rules in accommodation units and to cooperate with the host with good intentions,
- to show the document about the paid service (voucher received by email) to the host upon arrival,
- the guest is obligated to check if he needs a visa to enter the Republic of Croatia
- If guest does not follow this regulations he/she will be held responsible for any expenses or damages. By confirming a reservation the guest is obliged to pay the service provider any damage caused by the guest directly on the spot.
- on the day of departure guests are obliged to live the accommodation unit until 10.00 h, or they should pay for that day too.

## **10. HANDLING COMPLAINTS**

The guest is required to complain to the service provider about the inadequate service immediately on the arrival day and to notify Laguna's office in Primošten. Guest is obliged to cooperate with the service provider and the agency in well-intentioned manner to help resolve the cause of the complaint. If the guest refuses to accept the solution that is in accordance with services paid for, Laguna is not required to accept any further complaints referring to this service (if there is an appropriate alternative in the same accommodation building, the guest is required to accept it). If the problem is not resolved on the spot following an intervention, the guest is obligated to submit a written complaint along with supporting documents and photos to support the complaint to the agency by e-mail, fax or post, no later than 8 day following the return of the guest from his/her trip. Until a decision has been made, max. 30 days after the complaint has been filed, the guest relinquishes the right to involve the third party, that is, any other institution, or releasing the informations to the media. In this period guest also relinquishes the right to file suit. Laguna does not accept claims related to elements that are not part of the accommodation (construction work on roads, state of the beach and buildings in the immediate vicinity,...), and for the weather conditions, the cleanliness and temperature of the sea of destinations visited as well as all other similar situations and events not directly related to the quality of the reserved accommodation unit that can result in the dissatisfaction of the guest. If the guest does not make a complaint on the spot, he/she does not have a right to be refunded. 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 Laguna and cannot include services already provided. With this the guest's right to an ideal compensation of damages has been excluded.

## **11. COURT JURISDICTION**

If the guests will not be satisfied with the solution to the complaint, the matter can be taken to court (Šibenik Court jurisdiction) and under the authority of laws of the Republic of Croatia..

## **12. GENERAL TERMS**

Upon payment of the advance or the total amount, the customer accepts the General Terms and Conditions in their entirety.