

1. GENERAL PROVISIONS

The General Terms and Conditions of Service Provision constitute an integral part of the Agreement between Kuneštra Tourist Agency d.o.o. (hereinafter referred to as the "Agency") and the traveller/guest who accepts the offer/service.

These Terms and Conditions apply to all services provided by the Agency directly or indirectly via the internet, e-mail, or telephone.

Everything included in these General Terms represents a legal obligation for both the Traveller and the Agency.

The Agency applies a special taxation procedure (Article 91 of the VAT Act).

The Agency undertakes to take all measures to ensure accurate and high-quality information for its clients.

2. CATEGORIZATION AND DESCRIPTION OF SERVICES

The offered accommodation units are described according to the official categorization of the local tourist organization at the time the operating license was issued.

Please note that service and accommodation standards differ from country to country and are not comparable. Information provided to the guest at other points of sale does not bind the Agency beyond the information published on our website, in our catalogue, or in other printed materials of the Agency.

The Agency provides services based on the information valid and published at the time of booking confirmation, except in circumstances beyond the Agency's control, such as illness of the service provider or their immediate family, and extraordinary circumstances that cannot be foreseen or prevented (natural disasters such as earthquakes, floods, sanitary disruptions, fires, droughts, wars, strikes, epidemics, pandemics, terrorist acts, and restrictions issued by the Ministry of the Interior, including entry/exit bans).

Check-in to the accommodation unit is possible after 3:00 PM on the day the service begins, and check-out must be completed by 10:00 AM on the day the service ends. Early check-in is subject to availability and must be confirmed with the Agency. Check-out is performed at the property, and the check-out time should be confirmed with the Agency the day before departure.

3. ACCOMMODATION PRICES AND BOOKINGS

Service prices are displayed with each accommodation unit/service.

The Agency reserves the right to change published prices. Possible price discrepancies cannot be the basis for complaints. After booking confirmation, prices cannot be changed except in the case of an obvious or system error. VAT is included in the price.

By booking accommodation, the Traveller enters into a direct, legally binding contractual relationship with the Agency. Payment terms and cancellation options vary depending on the type of property and the price selected during the booking process. The applicable conditions are stated during booking, and the Agency is entitled to charge accordingly.

Payment shall be made directly to the Agency's bank account or in cash, as agreed with the Agency. To confirm the booking, a deposit payment is required. The amount of the deposit varies depending on the accommodation, booking period, and other specific characteristics of the reservation. Most commonly, the deposit amounts to 30% of the total booking value. The exact deposit amount required for confirmation will be stated during the accommodation selection process. The Traveller

must make the bank transfer to confirm the reservation. If the Agency does not receive the payment within the time specified on the confirmation, it reserves the right to cancel the reservation. The guest is required to pay the tourist tax, which is not included in the accommodation price. The amount of the tourist tax depends on the destination within the Republic of Croatia.

4. AGENCY'S RIGHT TO CHANGES AND CANCELLATION

The Agency undertakes to provide the guest with the booked accommodation/service in the reserved period, except in cases of exceptional circumstances (war, unrest, strikes, terrorist actions, sanitary disruptions, natural disasters, government interventions, etc.).

The Agency may propose changes to the booked accommodation or cancel all or part of the reserved capacities if extraordinary circumstances arise before or during the stay that cannot be avoided or eliminated, and which, had they existed at the time of publication, would have justified the Agency not offering the accommodation.

If the guest has paid for a reservation that the Agency cannot fulfill (due to an online or erroneous offer), the guest will be offered an alternative.

If the Agency can offer an alternative, the change can only be made with the guest's consent. The proposed alternative must be of the same or higher quality than the originally booked accommodation. If the guest accepts a more expensive alternative, they must pay the difference. If the alternative is cheaper, the Agency will refund the difference.

6. TRAVELLER'S RIGHT TO CHANGES AND CANCELLATION

If the guest wishes to change or cancel a reservation made at their request, they must do so in writing (by e-mail or post).

A change is considered to be a modification of the number of persons or the start/end date of service use, made at least 60 days before the start of service use.

If a change is not possible and the guest consequently cancels the confirmed booking, the cancellation terms apply — these vary depending on the accommodation, booking period, and specific features of the reservation.

In most cases, the cancellation fee equals the paid deposit. The exact cancellation fee will be stated during accommodation selection and on the payment page.

7. AGENCY'S OBLIGATIONS

The Agency is obliged to ensure the proper performance of services and the careful selection of service providers, acting as a diligent business operator and safeguarding the traveller's rights and interests according to good tourism practices.

It must provide the traveller with all contracted services/accommodation and respond to any failure to deliver part or all of the agreed services.

All these obligations will be fulfilled in full and as described, except in cases of force majeure or unforeseen circumstances. Where possible, the Agency will offer an alternative solution.

8. TRAVELLER'S OBLIGATIONS

The traveller must possess valid travel documents. Costs arising from loss or theft of documents are borne by the traveller.

The traveller must comply with the customs and foreign exchange regulations of the Republic of Croatia.

The traveller must respect the house rules of the accommodation unit and cooperate in good faith with the Agency and service providers.

The traveller must maintain peace and quiet and not disturb other guests, especially between 10:00 PM and 8:00 AM.

Failure to comply may result in the Agency cancelling the reservation.

Only registered guests may stay in the apartment.

Any damage caused must be reported to the Agency.

On the day of departure, the guest must vacate the apartment by 10:00 AM in the same condition as received.

Failure to comply with these obligations may result in the traveller being held liable for damages and associated costs.

9. LUGGAGE

Luggage is transported at the guest's own risk, and luggage insurance is recommended.

The Agency is not responsible for destroyed or lost luggage, nor for theft of luggage or valuables from the accommodation unit.

Any damage or loss must be reported to the competent police station.

10. DATA PROTECTION

The guest provides personal data voluntarily to enable booking, service delivery, and further communication.

The Agency undertakes not to disclose personal data to third parties except for the purpose of fulfilling the service.

The Agency collects, processes, and stores personal data of travellers in accordance with the EU General Data Protection Regulation (GDPR).

When booking accommodation or other services through the Agency, the personal details of the booking holder — name, address, contact phone number, and e-mail address — will be required.

11. INSURANCE

a) Travel Cancellation Insurance

If the traveller anticipates that certain circumstances may require them to cancel their trip, the Agency recommends purchasing travel cancellation insurance.

b) Travel Insurance

The Agency also recommends travel insurance against risks of accident or illness during the trip, as well as luggage insurance and voluntary health insurance.

By signing the Agreement, of which these Terms form an integral part, the guest acknowledges that such additional insurance has been offered and recommended.

If the guest wishes to obtain such insurance, it can be arranged directly with an insurer or through the Agency. We recommend carefully reviewing the insurance terms before purchase.

12. COMPLAINTS

INSTRUCTIONS ON HOW TO SUBMIT A COMPLAINT

Every traveller has the right to file a complaint if the paid services were not provided. The traveller must immediately notify the Agency on-site of any inadequate service and submit a complaint upon arrival.

The traveller must cooperate in good faith with the Agency to resolve the cause of the complaint.

If upon arrival the traveller is dissatisfied with the accommodation and leaves on their own initiative without giving the Agency an opportunity to resolve the issue or provide alternative accommodation, the traveller forfeits any right to a refund or compensation, regardless of whether their reasons were justified.

If the traveller accepts a proposed solution, the Agency is no longer obliged to respond to further complaints.

If the problem cannot be resolved on-site, the traveller must submit a written complaint to the Agency with supporting documents and photographs via e-mail to **kunestra@gmail.com** or by post to:

Kuneštra turistička agencija d.o.o., Istarska ulica 18, 53291 Novalja, no later than 8 days after returning from the trip.

The Agency will only consider complaints that could not be resolved on-site and will respond within **15 working days** in the same manner in which the complaint was received.

13. FINAL PROVISIONS

These General Terms and Conditions form an integral part of the Agreement concluded between the traveller and the Agency.

The traveller and the Agency will endeavor to resolve any disputes amicably; otherwise, jurisdiction shall rest with the **Municipal Court in Pag**, and Croatian law shall apply.