

CROATIA GEMS LIMITED

GENERAL INFORMATION

Villa Information and Services

Brochure Sheet

Please refer to your brochure sheet as this is the basis on which you are booking your villa/apartment.

Linen & Towels

Weekly changes of hand and bath towels and linen are included in the rental price along with cleaning at the end of your stay. Extra cleaning, cot hire, beach towel hire and many other services can also be arranged on request (please refer to the booking conditions for more information and ask us what is available at each property).

Local Amenities

We try to give accurate and up to date information on the areas surrounding our properties and their amenities, and information is correct at the time of printing. Normally we can provide more details on local amenities closer to the time of your holiday but please check with us if you require specific amenities to be available as this can vary throughout the year. Generally speaking, restaurants and shops will be open as normal, and water taxis operate from the start of May to the end of October. At other times, this may not be the case – just ask us and we can let you know.

Other

Please note that generally:

- Pools do not have fixed pool covers or fencing around them.
 - Some gateways onto roads and the sea cannot be secured.
 - Houses with internal staircases do not have stair-gates for children – stair-gates are not common in Croatia.
- Please check with us if you are concerned about this sort of issue and request specific information.

Mobility Rating

We try to give each property a mobility rating to give you an idea of the immediate approach to the property and the interior. This is just a guide so please ask us to check specifics if you are concerned a property may not be suitable. Please also advise us if any of your group have mobility issues:

- 1 = A few steps but nothing strenuous
- 2 = More steps (possibly interior flights of steps) but should be no problem for healthy people regardless of age
- 3 = Lots of steps - may be difficult for older people or those with restricted mobility

Car Recommended

We have indicated for each property if we would recommend you hire a car. This is just a guide and based on our opinion so please check with us if you require specific information. Generally speaking we have recommended car hire if either a shop (particularly), restaurant or beach is not within walking distance, if the area can be quiet, if we feel you may want explore outside of the village or if you are going outside of July/Aug. Otherwise, we think a car is optional. NB if you are going to a village outside of May-Oct a car is recommended.

Additional Services and Activities

We can arrange numerous extras for you in advance eg food baskets, boat hire, scooter hire, car hire, transfers, cot and highchair hire, beach towel hire, excursions and chefs. Just ask for our Additional Services and Activities Booklet for prices and to see what's available, then call us to book!

Car Hire & Transfers

We can book car hire or transfers for you so just ask us for prices and let us arrange it for you. We work with local suppliers who offer good rates and it is normally possible to drop off a hire car to your villa which gives you a bit more flexibility.

Arrival

Prior to your arrival, we send you directions to the property, contact telephone numbers for our local representatives, instructions on what to do and where to go on arrival, relevant important or interesting information about the local area. All our guests are met at the property or at a suitable location by our local representative, or the property owner, who is available to you throughout your stay, 24 hours a day, in case you need them. We are also on hand 24 hours a day in the UK for your peace of mind. Please note that an additional Damage Deposit may be payable in cash on arrival at your property. Where this is the case, it will be noted on the Brochure Sheet for your information.

CROATIA GEMS LIMITED

BOOKING CONDITIONS FOR PROPERTY RENTAL

Invoice Date: «InvoiceDate»

Invoice No: «InvoiceNo»

The Booking is made subject to these Conditions. If the person making the Booking is doing so on behalf of a party then that person must have the authority to accept these Conditions on behalf of the entire party (including those substituted or added at a later date) and is responsible for ensuring that each member of the party is kept fully informed of all the details of the Booking and fully complies with these Conditions during the Rental Period. Each member of the party should read these Conditions carefully and contact the Company if they have any queries.

1 GENERAL

1.1 In these Terms and Conditions ("the Conditions"):

"Additional Services"	means any additional services provided by the Company to You pursuant to clause 9 and which are not included in the Rental Fee;
"Booking"	means the booking made between You and Company in for the rental of a Property accordance with the terms of clause 2;
"Company"	means Croatia Gems Limited, a company registered in England and Wales under company number 5262834 whose registered office is at 26 Westbrooke Court, Cumberland Close, Bristol BS1 6XE;
"Confirmation Invoice"	means the invoice received by You which confirms the details of the Booking;
"Contact Person"	means the Company's local representative specified in the Directions Guide;
"Contract"	means the contract for the rental of a Property made between the Company and You;
"Deposit"	means a non-refundable deposit of 30% of the Rental Fee payable in accordance with clause 2;
"Directions Guide"	means the photographic and/or written detailed directions guide to the Property provided to You before the Start Date;
"Intellectual Property Rights"	means any patents, design rights, trade marks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business name, rights in confidential information, goodwill and other similar rights existing in any part of the world;
"Material Change"	means any change to the Confirmation Invoice which in the Company's opinion is expected to have a major effect on the Booking including but not limited to the cancellation of the Booking by the Owner, alteration of the Start Date or the Return Date, unexpected damage to the Property, alteration to the identity of the Property;
"Minor Change"	means any change made to the Confirmation Invoice other than a Material Change;
"Property"	means the specific property rented by You in accordance with these Conditions and specified in the Confirmation Invoice;
"Rental Fee"	means the Rental Fee payable for the Booking as set out in the Confirmation Invoice;
"Rental Period"	means the period stated in the Confirmation Invoice for which You rent the Property;
"Return Date"	means the final day of the Rental Period;

“Security Deposit”	means the deposit of 25% of the Rental Fee payable as a security deposit in accordance with clause 2;
“Services”	means the services provided by the Company under these Conditions;
“Start Date”	means the start date for the Rental Period as specified in the Confirmation Invoice;
“Owner”	the owner of the Property;
“Website”	means the Company’s website www.croatiagems.com
“You/ Your”	means the persons, firm or organisation for whom the Company has agreed to rent the Property in accordance with these Conditions and specified on the Confirmation Invoice;

1.2 Subject to any variation under clause 1.3 the Contract shall be formed on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which You purport to apply under any Booking, Confirmation Invoice or other document endorsed upon, delivered upon, delivered with or contained with the Booking, Confirmation Invoice or within these Conditions or simply as a result of such document being referred to in the Contract).

1.3 No variation of these Conditions shall apply unless confirmed in writing by or on behalf of the Company. The Company reserves the right to amend and update these Conditions at any time without notice.

1.4 By signing these Conditions You shall be deemed to have accepted and agreed that the rental of the Property shall be in accordance with these Conditions.

1.5 These Conditions together with the Company’s Confirmation Invoice constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral.

1.6 Subject to clause 7 the Property will be provided by the Company in accordance with the details specified on the Confirmation Invoice. It is Your responsibility to check that the details are accurate before signing these Conditions. Any additional requests not included on the Confirmation Invoice do not form part of the Contract.

2 How to Book

2.1 Once You have seen a property that You wish to rent You should telephone the Company to confirm availability and the Rental Fee and any other information important to your Booking.

2.2 Subject to availability, and on Your request, a provisional reservation will be made.

2.3 In order to secure the Booking the following must be sent to the Company by You **within 3 days** of making Your provisional reservation:

2.3.1 Booking Form completed in full and signed by a member of Your party who is over 18, accepting these Conditions on behalf of Yourself and Your group members;

2.3.2 Payment of the Deposit;

2.4 The Company may in reasonable circumstances refuse a booking.

2.5 On receipt of the documents in clause 2.3 and the Deposit, the Company will confirm Your Booking by issuing a Confirmation Invoice. You should check the Confirmation Invoice carefully as soon as You receive it and contact the Company immediately if any information is incorrect or incomplete as it may not be possible to make changes at a later date. Balance payment is required as set out in the Confirmation Invoice by the stated due date. A reminder invoice will not be sent. If final balance is not received on time we may impose an administration fee of £20.

2.6 A binding contract between You and the property Owner comes into existence when we despatch our Confirmation Invoice to You.

3 Special Requests and Medical Problems

3.1 You must advise the Company of any special requests or issues which may affect Your Booking, particular requirements or any Additional Services (e.g. cot hire, extra cleaning, extra linen) required for Your holiday or by any member of Your party, at the time

of the Booking (before Your Confirmation Invoice is sent to You). The Company will use its reasonable endeavours to meet any reasonable request but cannot guarantee that any request will be met. Any special requests or Additional Services may be charged for, in addition to the Rental Fee and in accordance with clause 9. Where You do not inform the Company of Special Requests until after Your Booking has been confirmed, the Company reserves the right to cancel your booking and Cancellation Charges will apply in accordance with clause 7.

- 3.2 If any member of the party has a medical problem, health issue or special requirement that may affect the Booking You are required to give full details at the time of Booking including but not limited to mobility issues (problems with hills/steps). If the Company cannot accommodate the particular needs of the party/person concerned, the Company reserves the right to decline the Booking and where You do not inform the Company of medical problems until after Your Booking has been confirmed, the Company reserves the right to cancel your booking and Cancellation Charges will apply in accordance with clause 7.

4 Payment

- 4.1 The Rental Fee and the Security Deposit amount shall be set out in the Confirmation Invoice and covering letter attached.
- 4.2 The Rental Fee and the Security Deposit amount shall be payable in pounds sterling as follows:
- 4.2.1 where the Booking is made more than 60 days in advance of the Start Date the Deposit shall be payable in full pursuant to clause 2.3. and the balance of the Rental Fee, and the Security Deposit amount shall be payable in full no later than 60 days prior to the start of the Rental Period;
- 4.2.2 where the Booking is made less than 60 days in advance of the Start Date the Rental Fee, and the Security Deposit amount shall be payable in full pursuant to clause 2.3.
- 4.2.3 The Company reserves the right to adjust its published prices should this become necessary due to adverse exchange rate variations or newly introduced government taxes. In this case, where a holiday has been confirmed, the increase would be passed to and payable to The Company by You. The Company would absorb the first 2% of any increase (excluding any amendment fees or credit/debit card payment fees).
- 4.3 In the event that You fail to pay the Rental Fee, and the Security Deposit amount in accordance with clause 4.2 then the Company reserves the right forthwith to cancel the Contract and the provisions in clause 7 shall apply in full.
- 4.4 Time for payment shall be of the essence. No payment shall be deemed to have been received by the Company until the Company has received cleared funds. Payments may be made by bank transfer, credit card or cheque. Where credit card is used a fee will be charged by the Company;
- 4.4.1 Where payment includes that of a Rental Fee, the charge will be 3.6% of the payment amount, per transaction.
- 4.4.2 Where the payment does not include that of a Rental Fee (e.g. payment for Additional Services or Security Deposit amounts), the charge will be 3.6% of the payment amount, per transaction.
- 4.5 The Rental Fee is quoted weekly, per Property and includes the following:
- 4.5.1 rental of the Property (fully furnished and equipped) for the Rental Period;
- 4.5.2 linen consisting of one complete set of sheets, pillow cases, bath towels and hand towels for each member of the party per week of the Rental Period. Linen is changed on a weekly basis. Extra linen may be charged for – details and prices will be provided on request;
- 4.5.3 cleaning of the Property, before and after the Rental Period. Extra cleaning may be charged for – details and prices will be provided on request.
- 4.6 The Rental Fee does not include:
- 4.6.1 Additional Services (see clause 9).
- 4.7 Details of fees and other information relating to the Additional Services will be provided on request. Details of facilities included at each Property will be listed in the brochure.

5 Inventory and Security Deposit

- 5.1 The Security Deposit which is administered by the Company is required to cover the cost of any damage or breakages to or at the Property, the cost of any lost or missing items, extra administration and/or phone calls the Company is required to carry out resulting from a breach by You of the Booking Conditions and any Additional Services required or used by You.

An additional Property Specific Damage Deposit may also be required to be paid in cash, directly to the Property Owner on arrival. Where this is the case, it will be noted, along with the amount, on the Brochure Sheet. Please have the amount ready on arrival or this could cause delay in entering the property. The amount is usually returned to you on departure, subject to an inspection of the property, and provided there are no damages. Return of the Damage Deposit is at the discretion of the villa owner and the company is not liable for the non-return of it. Please ensure you report any existing damages to the villa owner on arrival and any new damages during your rental period.

- 5.2 You may, in some instance, be required to sign an inventory or a photographic record of the Property on both the Start Date and Return Date and where this is the case, You are responsible for ensuring that the inventory is accurate and correctly reflects all items contained in the Property. You will be responsible for meeting the costs of all damaged or missing items at the Property during your Rental Period.

- 5.3 The Security Deposit must be in the form of a signed security deposit credit card mandate form, authorising the Company to hold the Security Deposit amount for authorisation only, against damages until after Your Return Date in accordance with clause 5.4. Where payment is required by credit card, a fee of 3.6% of the payment amount will be charged, per transaction.
- 5.4 Your credit card details held on authorisation only for the Security Deposit will normally be voided within 2 weeks of Your Return Date. However, you agree that the Company may take up to 60 days following the Return Date to do this. Delays can be caused whilst waiting for bills or proof of damage. The Company will not make any telephone calls to the Owner to speed up the receipt of bills until 4 weeks after the Return Date.
- 5.5 The Company will make any necessary deductions from the Security Deposit and the remaining balance will be returned to You with a breakdown of the costs incurred. If the Security Deposit paid by You is not sufficient to cover the cost of the Additional Services or any other charges incurred under clause 5.1, the Company reserves the right to invoice You for the remainder.
- 5.6 The Company reserves the right to hold the Security Deposit for longer than 60 days following the Return Date if there is a dispute over the charges incurred, or it is awaiting bills/proof of damage. The Company will notify You in the event of this occurring.
- 5.7 Payment of invoices must be made within 30 days of the date of invoice. If You fail to pay any sum due under these Conditions on the due date, the Company shall be entitled, without limiting any other rights it may have to charge interest on the outstanding amount at the rate of 2% above the base lending rate from time to time of Barclays Bank Plc accruing on a daily basis until payment is made whether before or after judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6 Cancellation by You

- 6.1 You may cancel the Booking in writing at any time and within 7 days of the date of the Confirmation Invoice without liability in which case the Deposit will be returned to You. Subject to this if You cancel the Booking after receipt of the Confirmation Invoice or fail to pay the Rental Fee in accordance with clause 2 which, then the Company reserves the right to charge cancellation fees as follows:

No. days before Rental Period	Cancellation Charge
+60 days	Deposit
60 days or less	100% of Rental Fee (including Deposit)

- 6.2 The date of cancellation shall be deemed to be the date on which the Company receives written notice of cancellation.
- 6.3 For the avoidance of doubt if you have failed to pay the Rental Fee in accordance with clause 2 and the Start Date has passed, the provisions of clause 6.1 shall apply and You agree that the Company may charge the Cancellation Charge to your credit card.
- 6.4 The Company shall use reasonable endeavours to find a replacement customer for the Rental Period. If a replacement is found then the Company will refund the Rental Fee to You, less the Deposit and any difference between the Rental Fee and the fee paid by the replacement customer. This shall not apply under clause 6.3.
- 6.5 If you wish to make changes to your Booking or Additional Services/Activities you have booked, we will try to help you but cannot guarantee that we will be able to make the requested change. Once Your Booking / Additional Services/Activities Booking is confirmed, we will charge an administration fee of £30 for each amendment made to it by You and You will be required to pay any additional costs which are caused by the change

7 Cancellation or Termination by the Company

- 7.1 The Company may cancel or terminate the Booking forthwith and without refund:
- 7.1.1 if You do not pay the Rental Fee in accordance with clause 2;
- 7.1.2 if You breach or fail to comply with the obligations contained in clauses 3 or 8.
- 7.2 Due to the role of the Company as an agent, there is a small risk that alterations beyond the Company's control may take place at short notice. The Company reserves the right to make Minor Changes to the Booking both before and after You have receipt of the Confirmation Invoice. In such cases the Company will endeavour to contact You. You agree and accept that minor differences between the photographs/ texts/ illustrations on the Website and the actual Property may arise.
- 7.3 In the event that the Company makes Material Changes to the Booking or cancels the Booking then the Company will inform You at the earliest opportunity and where possible offer You one of the following options: a) to accept the Material Change b) book an alternative Property at the current advertised price upon which the Company shall make a refund in respect of any price difference or c) cancel the Booking and receive a full refund of the Rental Fee.

8 Your Responsibilities

- 8.1 During the Rental Period You agree to observe and comply with the following conditions:

8.1.1 Cleanliness and Repair

To keep the Property and all furniture, fittings, facilities, equipment and grounds in the same state of repair, condition, cleanliness and general order as at the Start Date. You will be responsible for the payment for any breakages, loss or damage to the Property caused by You the cost of which will be deducted from the Security Deposit or charged as an Additional Service.

8.1.2 Parking

The parking of caravans/pitching of tents at the Property is strictly forbidden. Where parking is not listed as exclusive to the Property, You are responsible for any parking fees charged by a third party at or near the Property. The Company will use its reasonable endeavours to inform you of any parking fees but since these are changeable and may be subject to variation, the Company cannot guarantee the accuracy of any parking information it provides of this nature.

8.1.3 Number of People using the Property

Only the maximum number of persons stated in the brochure for the Property booked by You may use the Property unless otherwise agreed with the Company.

8.1.4 Access

The Villa Owner or their representative shall be allowed reasonable access to inspect the Property prior to the Return Date and may access the Property at reasonable times during the Rental Period in order to carry out urgent maintenance.

8.1.5 Behaviour

All members of a party must behave appropriately at all times, keep noise to a minimum and observe the obligations under this clause 8. If the Company deems the behaviour of Your party to be inappropriate, dangerous or offensive or to otherwise fall outside the obligations set out in this clause 8 then the Company reserves the right to terminate the Booking with immediate effect and request Your immediate removal from the Property without refund or compensation.

8.1.6 Swimming Pools/Jacuzzis

- (i) Swimming pools are not normally open all year round. Please check with the Company prior to the Booking that the pool is open, filled and ready for use. The Company is not responsible for low water temperatures at any period.
- (ii) If pool or jacuzzi heating is required, this may be charged as an Additional Service. Please check with the Company prior to the Booking if heating will be charged as extra.
- (iii) You agree and acknowledge that swimming pools/Jacuzzis carry their own inherent risks. Upon arrival at the Property You must take time to familiarise yourselves with the location, layout, and depths of any swimming pool(s) at the Property. It is Your responsibility to note and comply with any pool warning signs, depth markings and other instructions for use, which may be displayed. Young children must not be allowed to wander unaccompanied in the grounds of any Property where there is a swimming pool or Jacuzzi. You are fully responsible for ensuring that the alarm/fence or cover is in place at all times when the pool/Jacuzzi is not in use and in accordance with any instructions provided. The Company does not accept any liability arising from Your use of the pool/Jacuzzi and You do so at Your own risk.
- (iv) You must inform the Contact Person immediately of any problem with the swimming pool/Jacuzzi, who will liaise with the Company to try to solve the problem. You must not attempt to fix the problem Yourself unless under the instruction or supervision of the Owner, Company or Contact Person.

8.1.7 Gyms

The Company cannot be held liable for any use by You of a gym (where applicable) at the Property and You do so at Your own risk. You are responsible for using the gym in accordance with all safety notices and instructions. Children under 16 are forbidden to enter and use a gym.

8.1.8 Entertaining/Social Events/functions

- (i) If You intend to organise a function (e.g. gathering above the normal noise level, party, wedding, cocktail party) at the Property, You must seek prior permission from the Company at the time of Booking. An additional charge may be made which will be notified to you in advance and will be charged as an Additional Service.
- (ii) Because of the close proximity to other guests, it is not possible to arrange functions where the Property is an apartment.

8.1.9 Security and Valuables

Any valuables left at the Property are left at your own risk. Neither the Company nor the Owner are responsible for any loss, damage or theft to your valuables. You should follow all security procedures provided at the Property and where provided, burglar alarms must be activated, safes used and proper care be taken against theft and burglary. It is essential and Your responsibility to ensure all doors, shutters, windows are closed and locked when leaving the Property, or when by the poolside/in the grounds.

8.1.10 Arrival and Departure

You may arrive at the Property after 16:00pm local Croatian time (Normally GMT + 1 hour). If Your arrival is delayed You must inform the Contact Person. If You arrive after 20.00pm (without making arrangements to arrive late) the Company shall not be responsible if You are not able to gain access to the Property until the following day.

You must vacate the Property by 10:00am on the Return Date. If these times cause You difficulty, You must advise the Company before signing these Conditions.

8.1.11 Transport Suppliers

You are responsible for arranging Your transport to and from the Property. The Company can assist in notifying You of travel/flight information, companies who can organise private transfers, car hire and ferry crossings. The Company can also arrange and book car hire and transfers on Your behalf via a local third party supplier (please see Additional Services - clause 9).

The Company does not accept any responsibility for any problems or liability arising out of Your use of any transport services booked by You or by the Company on Your behalf. The Company acts as an agent only for third party suppliers. Any contract or arrangement you enter into for transport services is with the supplier of the services concerned and You do so at Your own risk.

8.1.12 Passports, Visas, Documentation, Health Requirements

You are responsible for checking requirements for and obtaining all members of Your party's travel and health documentation (passports, driving licences, boat licenses, vehicle registration documents, green card, motor insurance etc). You should be aware that Croatia requires anyone hiring a boat (of whatever size) to be in possession of an adequate boat license and to produce it on request where a boat is hired in Croatia. The Company shall not be held responsible if any of Your members are refused entry or rental of onto any transport (including but not limited to cars and boats) or into any country due to failure on Your part to carry correct documentation. If You or any member of Your party is not a British citizen, You must check passport and visa requirements with the embassy or consulate of Croatia or any country you intend to travel through.

8.1.13 **Insurance**

You must take out insurance against medical and personal accident risks (including the cost of emergency repatriation), damage to third party property or person and have adequate baggage cover. This is Your sole responsibility. The Company reserves the right to request proof of Your insurance cover.

8.1.14 **Pets**

Pets are not allowed unless a special request is made in accordance with clause 3 and an additional charge may be made under Additional Services. The number of pets must be agreed prior to acceptance of the Booking. If You do not inform the Company of the existence of any pets, the Company reserves the absolute right to request either the pet is placed in kennels in Croatia for the duration of the Rental Period, or Your immediate removal from the Property without refund or compensation.

8.1.15 **Safety**

It is Your responsibility to use the Property safely. You must adhere to all safety notice and signs situated at the Property and the Company does not accept any liability arising from any improper or reckless use of the Property by You whether You are in breach of these Conditions or otherwise.

8.1.15 **Tourist Tax**

You are responsible for the payment of the local Tourist Tax which must be paid on arrival at your destination for the duration of your stay.

9 Additional Services at the Property

9.1 The Company offers a list of Additional Services which can be provided to You by a third party supplier on request. While the Company can book Additional Services on your behalf, any contract You enter into for these services is with the supplier of the services provided. The Company shall not be liable to You for any costs, damages, loss, expenses, demands and liabilities or whatsoever nature arising out of the provision of or Your use of the Additional Services.

9.2 The Rental Fee does not include Additional Services which may include but may not limited to the following (It is Your responsibility to check with the Company what is included at the time of Booking. Additional Services are subject to availability):

9.2.1 use of the telephone;

9.2.2 electricity, gas and water – normally these are included in the Rental Fee but where they are not, this is stated in the brochure and on the Confirmation Invoice;

9.2.3 air conditioning and fans - where these are included in the Rental Fee and at the Property, this is stated in the brochure;

9.2.4 additional linen provision not included in clause 4.5.2;

9.2.5 additional cleaning not included in clause 4.5.3;

9.2.6 hire of beach and pool towels;

9.2.7 heating of pool/Jacuzzi - normally this is included in the Rental Fee but where it is not, this is stated in the brochure and on the Confirmation Invoice;

9.2.8 keeping pets at the Property;

9.2.9 hire of cots and cot linen;

9.2.10 Food baskets on arrival;

9.2.11 organisation of transfers to and from the Property from the airport or ferry port

9.2.12 organisation of car hire and boat hire;

9.2.13 organisation of local activities and excursions.

9.3 The costs of any Additional Services will be charged to You (at the rates notified to You at Your request) if You have used any of these services irrespective of whether You requested the services in advance.

10 Payment for Additional Services

- 10.1 The Company may charge a reservation fee for arranging Additional Services. Please request details of prices and reservation fees from the Company. Where payment is required by credit card, a fee of 3.6% of the payment amount will be charged, per transaction.
- 10.2 The Company may charge a reservation fee for arranging Additional Services. Please request details of prices and reservation fees from the Company. Additional Services may be invoiced by the Company or by the third party supplier and full or balance payment may be required by You either in the UK to the Company or in Croatia to the third party supplier. You are liable to pay the Company for any Additional Services which remain unpaid on Your return which were booked by You or which relate to Your booking, and are required to give the Company credit card details and authorise the Company to charge the card for any sum relating to Additional Services booked by the Company with a third party supplier on your behalf, in this event.
- 10.3 If you require a Additional Service (e.g. transfer, car hire) You should telephone the Company to confirm availability, price and reservation fee and any other information important to your Additional Service booking. Subject to availability, and on Your request, a provisional reservation will be made. In order to secure the Additional Services booking the following must be sent to the Company by You **within 3 days** of making Your provisional reservation:
- 10.3.1 Booking Form completed in full and signed by a member of Your party who is over 18;
- 10.3.2 payment of the reservation fee (where invoiced by the Company);
- 10.4 The Company may in its discretion refuse an Additional Services booking.
- 10.5 On receipt of the documents in clause 10.5 and the reservation fee (where applicable), the Company will confirm Your Additional Services booking by issuing a confirmation sheet. You should check the confirmation sheet carefully as soon as You receive it and contact the Company immediately if any information is incorrect or incomplete as it may not be possible to make changes at a later date. The confirmation sheet forms part of your arrival documentation and should be presented on arrival to the supplier.
- 10.6 You may cancel the Additional Service in writing at any time. If You cancel Additional Services after receipt of the confirmation sheet or fail to pay fees in accordance with this clause 10 then the Company reserves the right to charge cancellation fees as follows:

No. days before Rental Period	Cancellation Charge
+2 days	Reservation fee or up to 25% of the Additional Service price
2 days or less	100% of Additional Service Price (including Reservation Fee)

- 10.7 If you wish to make changes to your Additional Services/Activities Booking, we will try to help you but cannot guarantee that we will be able to make the requested change. Once Your Additional Services/Activities Booking is confirmed, we will charge an administration fee of £30 for each amendment made to it by You and You will be required to pay any additional costs which are caused by the change

11 Complaints

In the unlikely event that You have a complaint or suffer a problem (this includes maintenance issues or problems which may result in damage to the Property) then You must report the complaint in writing immediately to the Contact Person and also to the Company using the telephone contact details provided in your arrival documentation. The Contact Person and the Company will liaise with the Owner to try to solve the problem. You must also contact the Company during your holiday to inform them of any complaint or problem if the Contact Person and/or Owner has not solved the problem to your satisfaction, so that the Company can try to resolve the problem. If appropriate You must take all reasonable steps to minimise the consequences of the problem, however You must not attempt to fix or replace any part of the interior or exterior of the Property or its contents. If the problem was not resolved to your reasonable satisfaction during your holiday you should put your complaint in writing with supporting evidence to the Company within 30 days of the Return Date. We will forward your written complaint to the Owner and will within reason liaise with the Owner to assist in reaching a satisfactory settlement for all justifiable complaints regarding the property you may have. However, it is your responsibility to take the complaint up with the Owner directly if no satisfactory settlement can be reached. Failure by You to give the Company the opportunity to resolve the problem during the Rental Period or to follow the procedure set out in this clause will be deemed a waiver of Your rights to a refund or compensation.

11.1

- 11.2 If you have any complaints regarding any services the Company provides (as opposed to any provided by the Owner), you must inform us immediately in writing and in any event within 7 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified. Our maximum liability to you if we are found to be at fault in relation to any service we provide (as opposed to any service provided by any third party such as an Owner for whom we are not responsible) is limited to the commission we have earned or are due to earn in relation to the booking in question.

12 Liability

- 12.1 The Company warrants that the Services shall be provided to You using reasonable skill and care within the meaning of the Supply of Goods and Services Act 1982 and accepts responsibility for any failure in the proper performance of the terms of the Contract except where:
- 12.1.1 the failure is attributable to You including but not limited to a breach by You of the Conditions;
- 12.1.2 the failure is attributable to a third party supplier or a third party unconnected with the Services, and is unforeseeable or unavoidable; or
- 12.1.3 such failures are due to (i) unusual and unforeseeable circumstances beyond the control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or (ii) an event which the Company, even with all due care, could not foresee or forestall.
- 12.2 Nothing in these Conditions excludes the liability of the Company for death or personal injury caused by the negligence and/or omissions of the Company or its employees acting within the scope of or in the course of their employment.

- 12.3 The Company shall not be liable for nor be in breach of these Conditions for any delay in the performance or any non-performance of the Company's obligations under the Contract if the delay or non-performance is due to a circumstance(s) beyond the reasonable control of the Company, including but not limited to acts of God, war or threat of war, terrorist activity, riot, civil strife, industrial dispute, natural or nuclear disaster, fire or adverse weather conditions.
- 12.4 Notwithstanding anything else contained in these Conditions the Company shall not be liable to You by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its employees or agents or otherwise) which arises out of or in connection with the Services and in any event the entire liability of the Company under or in connection with the Contract shall not exceed the amount of £2,000,000.
- 12.5 Croatian electricity supply can be unreliable and power cuts can sometimes occur. The Company shall not be liable for nor be in breach of these Conditions for any delay in the performance or any non-performance of the electricity supply to the Property.
- 12.6 Please note that local standards may not be the same as those in the UK and it is not always within our control to impose our own standards.
- 12.7 **Accuracy of Information**
- 12.7.1 The information contained within our brochure about our properties is correct at the time of print but may vary and should be checked by You at the time of Booking.
- 12.7.2 Prices may also vary and should be checked by You at the time of Booking.
- 12.7.3 Photographs are intended to give an overall impression and not to supply a factual description.
- 12.7.4 The 'Mobility Ratings' and 'Car Recommended' information is intended as a guide only and is based on our opinion. Please check details at the time of Booking and ask us if you require specific information.
- 12.7.5 If you require specific facilities or amenities at or near Your property, or are concerned about any aspect of it in particular (such as child safety and suitability) please contact and request specific information.
- 12.7.6 During low season, certain amenities (such as restaurants, swimming pools, shops, museums) may not be open or available due to reasons outside of our control. Please check with us at the time of Booking and we will give You the most up to date information available to us.
- 12.7.7 Any further brochure issues/website updates will supersede Conditions and information printed in our brochure.
- 12.8 All of our Contact Persons are Croatian locals who are familiar with the local area and are available to answer your queries. All information provided by them is provided in good faith and is based on their own opinion and knowledge about the local area and is not verified by Croatia Gems. If you have any concerns about the accuracy of any information provided by your Contact Person you should contact Croatia Gems in accordance with our complaints procedure.
- 13 Data Protection**
- 13.1 It is the Company's policy to respect the privacy of its clients. Subject to clause 13.2 the Company will not disclose the details and information provided by You to any third party unless it is specifically required to do so by law, or in response to a valid, legal request by a law enforcement or governmental authority or as may otherwise be authorised from time to time by You.
- 13.2 By accepting these Conditions, You acknowledge and consent that the Company may store and process Your personal details and information (for example Your name, address, telephone number and details of the Property that You book) in accordance with any data protection legislation in the UK. You acknowledge and consent that the Company may send Your personal details to the Owner and the provider of any Additional Services You use during the Rental Period. With the exception of this, the Company has a responsibility to keep Your information secure and confidential and, unless notified otherwise by You will only use it for internal purposes and to send You information about the products and services provided by the Company.
- 13.3 If Your personal details change or You do not wish the Company to use Your personal data for the above purposes then You can notify the Company at any time in writing at the address on these Conditions.
- 14 Miscellaneous**
- 14.1 The headings to these Conditions are for convenience only and shall not affect their construction.
- 14.2 Where the context so admits reference in these Conditions to one gender shall include each other gender and words denoting the singular shall include the plural and vice-versa.
- 14.3 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 14.4 Failure or delay by the Company in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions or the Contract. No waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.
- 14.5 You shall not be entitled to assign or sub-licence or part with possession of any of Your rights or liabilities hereunder. The Company shall be free to sub-contract the performance of all or part of its obligations hereunder.

- 14.6 A person who is not party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.
- 14.7 Any copyright, trade-marks or other Intellectual Property Rights contained in all particulars, brochures, the Website or other material prepared by the Company shall belong to the Company unless otherwise stated.
- 14.8 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England.
- 14.9 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.

15 Notices And Service

- 15.1 Any notice required under these Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective party's address as set out in these Conditions or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within 2 working days after it was posted in the manner hereinbefore provided.

PLEASE READ THE ABOVE CONDITIONS CAREFULLY BEFORE SIGNING AND RAISE ANY QUERIES WITH THE COMPANY. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 6, 7 AND 12 RELATING TO CANCELLATION AND LIABILITY.