

# GENERAL TERMS AND CONDITIONS - VILLAS KALMAR D.O.O.

## 1. GENERAL

- 1.1. **Villas Kalmar:** Villas Kalmar d.o.o. Rijeka, Ljubljanska cesta 6, VAT ID: HR25576511571 (hereinafter referred to as "VILLAS KALMAR" or "we") is an agency specialized in the mediation of private villa/holiday home rentals. VILLAS KALMAR issues these General Terms and Conditions (hereinafter: "**General Terms**") which apply to all guests who rent any accommodation unit from our offer through us as intermediaries (hereinafter: "**guests**" or "**you**").
- 1.2. **General Terms:** These General Terms apply to and govern your stay as a guest in the respective accommodation units. By paying the downpayment for the accommodation, you accept these General Terms and agree that they govern your use of the property. The General Terms applicable to you are those in effect on the date your booking is confirmed. We reserve the right to unilaterally amend these General Terms – the current version will be available on our website.
- 1.3. **Conclusion of the Contract:** These General Terms, together with the booking confirmation, constitute our rental agreement which you, as the guest, enter into with us as intermediaries, acting on behalf of and for the account of the owner. The contractual relationship between us is established upon your payment of the reservation, once we have received the payment and confirmed the booking to you.

## 2. PROPERTIES

- 2.1. **Owners:** The properties we advertise and offer for rent are not our property, but are managed by our partners, third parties (hereinafter: "**owner**" or "**owners**"). We make the accommodation units available to you on behalf of and for the account of the owners with whom we have a direct contractual relationship and whom we believe can provide you with reliable and high-quality service.
- 2.2. **Description of Accommodation Units:** For all advertised properties, the owners guarantee that they possess the necessary permits and categorizations issued by the relevant state authorities. The owners provide information about the properties and guarantee the accuracy of the advertised details, confirming that they reflect the actual condition of the property. Please note that the rental price may not include additional services (such as electric vehicle charging or similar). This will be clearly indicated on the website of the property itself.
- 2.3. **Guest:** The person making the reservation and renting the property. At the time of booking, the guest who makes the reservation and completes the payment must be at least 21 years old. The term "guest" also includes all other persons that the guest who made the booking has included in their reservation of the accommodation. For the purpose of protecting the health of the guests, the guest is required to inform us at the time of the booking of any allergies, illnesses, or other conditions that could pose an increased risk to themselves or others during their stay at the property.
- 2.4. **Inability to fulfill the reservation:** If, contrary to our expectations, the reservation cannot be fulfilled for reasons beyond our control (for example, due to the sale of the property, the owner's oversight, or similar), we reserve the right to cancel your reservation, and any amount paid will be refunded without delay. Depending on availability, we may also offer you an alternative property or date.

## 3. ARRIVAL AND DEPARTURE

- 3.1. **Guest check-in:** The earliest check-in time is 4:00 PM on the day of arrival. Upon check-in, the guest is required to present a valid ID or other appropriate identification document to the owner (or a person

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authorized by the owner). This information will be used solely for the purpose of registration with the Croatian National Tourist Board (HTZ) and will not be used for any other purpose. A guest who refuses to provide any form of valid identification required for legally mandated tourist registration may be denied access to the property, without the right to a refund.

- 3.2. **Key handover:** The key will be handed over to the guest only after full payment of the rental amount has been received. The guest must present the booking confirmation upon check-in.
- 3.3. **Guest check-out:** The latest check-out time is 10:00 AM on the day of departure. The guest agrees to treat the rented property responsibly and must return it in the condition in which it was received. Final cleaning does not exclude the guest's obligation to perform basic tidying, such as washing dishes, taking out the trash, tidying the property and yard, and performing other routine tasks before departure.

### 4. USE OF THE RENTAL PROPERTY

- 4.1. **Use of Property:** Unless otherwise agreed, the property may not be used for any purpose other than the guests' vacation. Any use of the property for purposes other than leisure is strictly prohibited. In the event of any violation of the law, public order, or behavior that does not comply with the house rules of the property (such as excessive noise), or if the reservation does not reflect the actual situation, both we and the owner reserve the right to terminate the rental agreement, remove the guests from the property, and retain the full rental amount paid.
- 4.2. **Number of Guests:** At any given time, the number of persons present on the property must not exceed the number stated in the booking confirmation. The number of guests may be increased up to the maximum capacity listed on the property's website, no later than five (5) days prior to arrival. The maximum number of persons includes children, regardless of their age. Any request to change the number of guests must be submitted in writing. If more people stay in the property than the maximum allowed number without the owner's permission, both we and the owner reserve the right to terminate the rental agreement, remove the guests from the property, and retain the full rental amount paid.
- 4.3. **Kućni red:** Each property has its own house rules, which must be displayed in a visible location. Guests are required to familiarize themselves with the house rules upon check-in. By staying at the property, guests agree to comply with the house rules. Failure to do so shall be considered a breach of these General Terms and Conditions.
- 4.4. **Composition of the Group:** A youth group is considered to be a group whose members are on average under the age of 25, unless otherwise specified for a particular property. Such groups must inform us at the time of booking that they are a youth group. The owner has the right to refuse such a reservation as soon as they are properly notified that the reservation was made by a youth group (regardless of the confirmation of the reservation and payment of the downpayment). If inaccurate information is provided at the time of booking, both we and the owner reserve the right to terminate the rental agreement, remove the guests from the property, and retain the full rental amount paid.
- 4.5. **Tents and campers:** It is prohibited to set up tents, camping cabins or similar on the property or next to it. It is also prohibited to place anything in the property (including its outdoor area) that could damage the property or the plants located there. In case of violation, both we and the owner reserve the right to terminate the rental agreement, remove the guests from the property, and retain the full rental amount paid.
- 4.6. **Pets and allergies:** The possibility of bringing pets, as well as the conditions under which pets are allowed, will be indicated on the website of each property. Any additional cleaning fees related to pets

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will be clearly stated. During the booking process, the guest must indicate the number of pets, and any applicable cleaning fees (if foreseen) will be automatically added to the total rental price. It is not permitted to bring more pets than the number specified in the booking confirmation. In case of violation, both we and the property owner reserve the right to terminate the rental agreement, remove the guests from the property, and retain the full rental amount paid.

Pets are strictly prohibited from accessing swimming pools and are not allowed on any furniture. The owner of the pet is responsible for cleaning up after their pet. All pets must be properly vaccinated against rabies and other diseases in accordance with applicable regulations. Guests are advised to inform themselves about common pet-related diseases in the area they are traveling to and take appropriate preventive measures. Keeping pets is the sole responsibility of the guest.

- 4.7. **Noise:** Occasionally, unexpected noise from neighbors, construction work, traffic, or similar sources may occur. Neither we nor the property owner are responsible for such disturbances, nor do we have any control over them. We recommend that you check the location of the property in advance to ensure it meets your expectations.
- 4.8. **Pools, hot tubs and similar facilities:** The guest is fully responsible for the use of the pool, jacuzzi, or similar facilities and must follow all provided instructions. Excessive use of pools, hot tubs or similar amenities is not recommended. Children are not allowed to access the pool without adult supervision. Please note that outdoor pools and hot tubs may not be heated and might not be available year-round. Be aware that the use of hot tubs/whirlpools is associated with certain health risks and is used at your own risk.
- 4.9. **Internet:** The internet is an additional service provided to you by the property owner. The signal strength and network access may vary depending on weather conditions, location, and network coverage by the local operator. Please note that neither we nor the property owner can take responsibility for slow or unavailable signal.
- 4.10. **Smoking prohibited:** Smoking is not permitted in the properties.
- 4.11. **Charging electric vehicles:** Charging electric vehicles is only allowed if a special vehicle charging station is available at the property. Charging electric vehicles from a regular outlet is strictly prohibited as it can cause overheating, damage to electrical installations, and in the worst case, an electrical fire.
- 4.12. **Repairs and Maintenance:** The property owner has the right to fix any defect or malfunction at any time, with the obligation to cause as little disturbance to the guest as possible.
- 4.13. **IMPORTANT NOTICE:** IF A GUEST HAS ANY SPECIAL HEALTH REQUIREMENTS - FOR EXAMPLE, ALLERGIES OR SIMILAR CONDITIONS, THEY ARE REQUIRED TO INFORM US AT THE TIME OF BOOKING SO THAT WE CAN CHECK IF THE PROPERTY MEETS THEIR NEEDS. We are not responsible for nor do we provide any guarantees regarding the suitability of the property for persons with specific medical requirements, nor regarding the property's previous use (for example, whether pets have stayed there despite a ban, or whether smoking has occurred).

## 5. GUEST COMPLAINTS

- 5.1. **Complaints about the accommodation:** If the guest notices that the property has not been cleaned or discovers any damage or defects upon arrival, they must report this to the owner immediately. Otherwise, it will be considered that the guest has accepted the accommodation in good condition. If the guest notices any damage or defects later on, they have the right to file a complaint with the owner no later than 24 hours after discovering them. Complaints must be submitted to the owner in an

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appropriate manner. The guest must allow the owner a reasonable period of time to resolve or repair the issue. If the guest is not satisfied with the proposed solution, they may contact us directly to mediate in resolving the complaint. We cannot mediate complaints if the guest contacts us only after leaving the property. If the guest decides to leave the property early without giving us the opportunity to assist in resolving the issue, they do so at their own expense. The guest is also required to avoid worsening of any damage, defect, or malfunction and must take all reasonable steps to minimize losses to the property owner.

- 5.2. **Written complaints:** Guests may submit any written complaints to us by mail to the address of our company or by email to: **contact@villaskalmar.com**. We will respond to all written complaints in writing within 15 days of receiving the complaint. If the complaint concerns the accommodation, we will also forward the guest's complaint to the property owner.

## 6. PRICES AND PAYMENT

- 6.1. **LOWEST PRICE GUARANTEE:** We guarantee our guests the lowest rental prices for the advertised properties. If a guest finds the same property for the same period, under the same conditions, and in the same currency at a lower price, and provides us with appropriate proof, we guarantee to apply that lower price with an additional 5% (five percent) discount. This guarantee applies only if the lower price is available for booking, if it is listed as a regular price (third-party promotional offers are excluded from this guarantee), and if the price difference is not due to an increase in taxes or other public charges.
- 6.2. **Rent:** Prices are stated in euros per week, unless otherwise specified. Payments are made exclusively in euros (EUR). We are not responsible for exchange rate differences or bank fees. This means that the rent is considered paid only when the agreed rental amount is credited to our account or paid to the owner. All payments made are non-refundable as they are forwarded to the owners. We recommend that you take out travel cancellation insurance.
- 6.3. **Payment:** Unless otherwise stated, payment is made in two installments: 30% upon booking (downpayment) and 70% no later than 30 days before arrival. EXCEPTIONALLY, if the booking is made less than 30 days before the arrival date, the full amount must be paid immediately. If the guest pays the downpayment by bank transfer, the payment must be received within 2 days, and a payment confirmation must be sent. In accommodations where it is allowed, the remaining balance may be paid in cash directly to the owner. Delayed payment is considered a breach of these General Terms and Conditions.
- 6.4. **Costs:** The rental price includes all basic costs such as water, electricity, gas, internet, bed linen, towels, final cleaning, pool and exterior maintenance, tourist tax, and value-added tax (VAT). Prices are stated in (EUR) per house per week, unless otherwise specified.

## 7. CANCELLATION, CHANGES

- 7.1. **Rental cancellation:** The rental agreement can only be cancelled via email and becomes effective on the date we receive the cancellation. All payments made are retained, and a refund is not possible. The reservation cannot be transferred to a different property (due to different property owners).
- 7.2. **Transfer of the rental agreement:** If the guest finds other guests to replace them in the same dates and under the same conditions, we will transfer the rental agreement to the new guest.
- 7.3. **Force Majeure:** In the event that the rental agreement cannot be fulfilled, or its fulfillment becomes significantly hindered, or the stay at the property becomes difficult or impossible due to force majeure

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(e.g. war, natural disaster, environmental disaster, epidemics, border closures, strikes, insect infestations), neither we nor the property owner can be held responsible for the situation, or for the inability to use or any negative experience related to the use of the accommodation. In such cases, both we and the owner reserve the right to cancel the rental or offer the guest an alternative date.

- 7.4. **Termination of Rental:** In the event of a breach of these General Terms and Conditions, we and/or the property owner reserve the right to terminate the rental agreement with the guest(s), and, if applicable, to remove them from the property and retain the full rental amount (or downpayment) paid. In such a case, the guests are required to leave the property with all their belongings within two (2) hours. The guest shall not be entitled to claim any refund of the rental amount from either the owner or VILLAS KALMAR.

### 8. SECURITY DEPOSIT

- 8.1. **Deposit:** Upon arrival, the guest is required to leave a security deposit in cash with the property owner or have a valid liability insurance policy covering property damage. The exact deposit amount is stated in the booking confirmation. The deposit serves as security for the owner in case of any damage to the property occurs. If the damage exceeds the amount of the security deposit, the guest is obliged to compensate the full amount of the damage. If no damage has occurred, the owner and/or their authorized representative will return the full deposit to the guest upon departure.
- 8.2. **Increased security deposit:** Certain guests or groups may be required to pay an increased security deposit, in which case they will be informed in a timely manner.

### 9. DAMAGE

- 9.1. **Guest's responsibility:** The guest is liable for any damage caused to the property (including outdoor areas), its equipment, appliances, furniture, or other inventory caused by themselves or by any person to whom they have granted access (or who gained access due to the guest's negligence) to the property. Damage is defined as any reduction in the value of the property (including outdoor areas), its equipment, appliances, furniture, or inventory, except for normal wear and tear resulting from proper and regular use. Guests are advised that the property is offered as a rental, and any damage must be repaired urgently—therefore, repair costs may be higher than usual due to the need for immediate action. If the guest does not have insurance coverage, the damage will be deducted from the security deposit. If the deposit is insufficient, the guest is required to pay the difference.
- 9.2. **Reporting of damage:** Any damage must be reported by the guest to the owner immediately. Before departure, a joint inspection of the property will be carried out. The return of the security deposit is not confirmation that no damage has occurred. If the owner subsequently discovers damage that could not have been noticed during the regular inspection at the time of the guest's departure, the guest may be held liable for it retroactively.

### 10. INSURANCE OFFER IN COOPERATION WITH ALLIANZ INSURANCE

- 10.1. **Property damage liability insurance:** During the booking process, the guest will be offered the option to take out a property damage liability insurance policy. All details and terms of the insurance are defined in the documents provided to the guest by Allianz Insurance (*Allianz osiguranje d.d.*) upon contracting the policy. If the guest has contracted this insurance policy, they are not obligated to pay a security damage deposit in cash. In the event that the damage exceeds the amount covered by the

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property damage liability insurance, the guest is obligated to compensate the owner for the difference in the amount of the damage. The property damage liability insurance policy does not cover damage caused by intentional destruction or deliberate damage to the property. In such cases, the guest is obliged to fully compensate the owner for all damages caused.

- 10.2. **Cancellation insurance policy:** During the booking process, the guest will be offered the option to take out a cancellation insurance policy. All details and terms of the insurance are defined in the documents provided to the guest by Allianz Insurance (*Allianz osiguranje d.d.*) when the policy is taken out. In the event of a booking cancellation, the guest must request a refund directly from the insurer, in accordance with the terms and conditions of Allianz Insurance (*Allianz osiguranje d.d.*).

## 11. PRIVACY

- 11.1. **Personal data protection notice:** Information regarding the processing of guests' personal data is available in our separate *Privacy notice* published on our website.

## 12. FINAL PROVISIONS AND JURISDICTION

- 12.1. **Notices:** We provide all information about the properties through our website and strive to present the most accurate and up-to-date information received from the property owners. In the event of inaccurate or incomplete information regarding a property, sole responsibility lies with the owner, and VILLAS KALMAR cannot be held liable in such cases.
- 12.2. **Scope of Application:** These General Terms and Conditions apply exclusively to the rental of accommodation properties. If you choose to purchase additional services or products, or if such services or products are made available to you, those additional services or products are subject to a separate agreement between you and the property owner and/or the provider of the additional service or product.
- 12.3. **Language:** These Terms and Conditions are composed in multiple languages. In the event of any discrepancies, the version in the Croatian language shall prevail.
- 12.4. **Governing law:** The law of the Republic of Croatia applies to these General Terms.