

General conditions

Tourist agency Mareta-tours d.o.o. (hereinafter as Tourist Agency), provides accommodation by making reservations on behalf of the owner and for his account and also provides mediation in excursions.

Tourist agency Mareta-tours d.o.o. is managed by: Tatjana Vrus, director

Notice on filing consumer complaints

In accordance with Art. 6, paragraph 1 item 3, of the Croatian Law on providing tourism services (NN 130/17) We would like to inform our customers that a complaint on the quality of the purchased product or service provided may be submitted in writing in our office, whereby we will, without delay, acknowledge the receipt of the complaint in writing.

You may also write a complaint letter to the **address of the head office:**

Mareta-tours d.o.o.
Buonarrotijeva 17,
52100 PULA

Or **by e-mail** to
info@mareta-tours.hr

With your complaint, please provide your first and last name and address so that we can provide you with a written response to your complaint within a maximum of 15 days, and thus improve our quality and service.

The competent authority for official supervision of the activities of tourist agencies and the provision of services in tourism:

Ministry of Tourism
Independent Sector of Tourism Inspection
Trg Republike Hrvatske 8 / I
10 000 Zagreb

1. OFFER

Tourist Agency Mareta-tours d.o.o. (in further text Tourist Agency) undertakes to provide the guests (visitors) with the accommodation services in accordance with the published information, description and prices, conformably with the reservation confirmed, This obligation shall not apply in cases of exceptional circumstances (force majeure such as natural disasters, death or illness of the service providers, war, unrests, strikes and the likes).

By effecting payment for one or more accommodation units offered by the Tourist Agency, guest establishes a legal relation with the Agency thus confirming his acceptance of the general conditions handed over to him on that occasion or are published on the Tourist Agency`s web site . All terms and conditions laid down in the offer constitute a legal obligation for both, the guest and Tourist Agency.

2. RESERVATION AND PAYMENT

Booking inquiries for accommodation are sent electronically or personally at the agency. Reservation is possible only by paying the reservation amount while the rest of the amount the guest paid directly to the agency on the day of the arrival.

Upon receiving inquiry for a specific accommodation, the Agency shall send to the guest a corresponding offer. After confirming his acceptance of the offer received, the guest shall be sent a confirmation note of reservation, on the basis of which he is to make an advance payment (bank transfer). Based on the advance payment, the guest will be given a booking confirmation/voucher containing all necessary data on the accommodation

booked. When making registration, it is the guest's duty to furnish all necessary data and pieces of document as asked for in the corresponding booking form.

Advance payment

The advance payment is an obligation that should be complied with, unless otherwise required, immediately after receiving reservation. Failing that, the reservation shall be deemed as cancelled. The name of the person for whom the reservation has been made, number of the reservation and name of the respective accommodation facility should be stated when effecting the advance payment.

The sum to be paid in advance amounts to 20-30% of the total amount, depending on the service chosen and the time the service shall be provided.

Payment of the remaining sum

The remaining sum is paid upon arrival, in our office in Premantura, in cash.

3. ACCOMMODATION PRICE

The accommodation price comprises the service basic price as specified for the lodging unit in the reservation. Extra services are the services which are not included in the lodging unit price. No extra service shall be available unless notified in advance when making reservation, required at the destination itself, included in description of the lodging facility or specified under "as agreed, other terms and conditions, important and the likes". Such extra services are payable in accordance with the Tourist Agency's price list.

Lodging unit tariffs are released in kuna and/or eur. All tariffs are applicable to the stays longer than three overnights. For the visits shorter than four overnights, the price shall be increased by 30% unless otherwise agreed in a specific offer based on the guest's request.

Should the price of a specific lodging unit be changed by the service provider before the advance payment has been made, the Tourist Agency undertakes to inform the guest immediately and send him a new offer with amended prices. As to the guests with the advance payment already made, the Tourist Agency guarantees for the remaining amount to be settled conformably with the offer serving as a basis for the reservation.

Should the number of visitors showing up for lodging exceed the number stated in the voucher/booking confirmation, the Tourist Agency shall have the right to either refuse to grant the lodging to such unannounced visitors or receive them all providing the additional payment is made iff the accommodation is registered for a bigger number of person.

4. LOCAL TOURIST TAX

Pursuant to the Regulations on the local tourist tax in force in the Republic of Croatia (in further text RH), the guest/citizen who, in tourist destinations other than his permanent residence, makes use of overnight services in a licensed tourist lodging facility, is subject to local tourist tax payment. The amount of such tourist tax depends on the destination place (within the Croatian territory) and duration of visit. The tax is payable in accordance with these general conditions and at the same time with the payment of lodging services.

5. CATEGORIZATION AND DESCRIPTION OF SERVICES

Following accommodation units are offered: rooms and apartments in households (private accommodation), hotels, villas, country tourism and tourist complexes. These facilities are described in accordance with the official categorization made available by the Ministry of Tourism of the Republic of Croatia and County Board of Tourism and upon examination of the accommodation facilities effected by the Tourist Agency's official persons.

The standards of lodging, boarding and other services are different, depending on the tourist destinations and countries, and bear no comparison.

The lodging services are available to the guests as from 14.00 h on the first service day. However, should some lodging unit be available earlier, the guest shall be informed accordingly, either by the Tourist Agency or service provider on the spot. Unless otherwise agreed with the Tourist Agency and/or service provider, guests are requested to vacate rooms by 10.00 h departure day. As to the lodging services provided by households (private accommodations), should the guests, being prevented to come on time, arrive after 20.00 h, it is his duty to inform the office in charge accordingly or directly the accommodation object, at the latest by 18,00 h. Failing that, the office/accommodation object shall not be in obligation to wait for the guest. The keys of the respective lodging units are available in either the lodging facility itself or at the office.

6. RIGHT OF CHANGES AND CANCELLATION

Should a guest wish to change or cancel the reservation made on his request, he must do it in writing (e-mail or ordinary mail) or personally at the Tourist Agency not later than 30 days before beginning to use the service. By change we mean the change of the number of visitors or the date on which respective service shall commence and/or terminate. First such change, with no additional costs if possible, will be made free of charge. Every subsequent change shall be liable to charges amounting to 20 EUR per change, in Kuna equivalent value as per Tourist Agency's business bank selling rate.

Should the confirmed reservation be cancelled by the guest not being allowed to make the changes, the date when the Tourist Agency has received the cancellation notice, shall serve as a basis for calculation of the cancellation fees, as follows:

- up to 30 days before arrival date, 0% of the paid advance
- from 29-22 days before arrival date, 30% of the paid advance will be charged
- from 21-15 days before arrival date, 60% of the paid advance will be charged
- from 14-8 days before arrival date, 80% of the paid advance will be charged
- 7 or less days before arrival date, 100% of the paid advance will be charged.

7. TOURIST AGENCY'S RIGHT TO CHANGE AND CANCELLATION

The Tourist Agency reserves the right to change or cancel the reservation in cases of force majeure (exceptional circumstances) such as unrests, war, terrorist activities, sanitary and similar disturbances in the accommodation facility, natural disasters, interventions of competent authorities, illness or death of the service providers and the likes.

However, the reservation once confirmed can not be changed unless a previous notification has been sent to the guest. In such event, only the lodging facility of the same or higher category may be made available to the guest and that at the price confirmed in the reservation.

If an adequate replacement of the lodging reserved is not possible, the Tourist Agency reserves the right to cancel it, informing the guest at least 7 days in advance and giving his guarantee that the amount paid will be completely reimbursed.

8. TOURIST AGENCY'S OBLIGATIONS

It is the Tourist Agency's duty to see, exercising due diligence of a professional, that the provision of the offered services and selection of the service supplier have been complied with. He is also obliged to make sure that the guest's rights and interests are served in the best possible way conformably with the professional code and fair trade practice in tourism. It is the Tourist Agency's duty to provide the guests with all specified services.

No responsibility shall be assumed by the Tourist Agency in case of any alteration and failure arising as a consequence of the force majeure cases (Art.7 of the General Conditions) and delays where, pursuant to the regulations in force and international conventions, there is no responsibility of the tourist agency. In such events it is the guest who should settle all extra costs.

9. GUEST'S OBLIGATIONS

Guest is obliged:

- to have valid Tourist documents
all costs incurred as a consequence of the documents being lost or stolen during the voyage are to be paid by the guest
- to comply with the customs and foreign exchange regulations in either Croatia or abroad
- to have one of the documents, required for registration, made available when arriving in the place of destination
- to have the voucher/booking confirmation obtained in the Tourist Agency when making final payment, containing all necessary details as number of persons, staying time and type of service, handed over to the service supplier on his arrival in the lodging facility.
- to comply with the code of conduct in the lodging facility rented and cooperate with the service supplier in good faith

In case of noncompliance by the guest with these requirements, any costs and damages that may result from his noncompliance shall be borne by him with no responsibility whatsoever assumed by the Tourist Agency.

10. LUGGAGE

There is no responsibility assumed by the Tourist Agency for any damaged, destroyed or stolen luggage nor for the luggage and/or valuable objects stolen in the lodging facility. All cases dealing with damaged, destroyed or stolen luggage shall be reported to the lodging facility owner and local police station, if necessary.

11. TRAVEL INSURANCE

There is no insurance against risk of voyage or staying at the lodging facility, included in the service extended by our Agency. The guest are advised to take out insurance in their own arrangement.

12. SETTLEMENT OF COMPLAINTS

It is the right of every guest – contract holder, to lodge complaints for an incomplete, poor or unperformed service. In case of incomplete and low-quality service extended to him while staying at the lodging facility rented, the guest shall be entitled to a proportional compensation after submitting his complaint in writing.

If the services provided are not satisfactory, the passenger is required to immediately notify the Agency about the inadequate service and file a complaint on the day of his/her arrival at the location to the service provider and to inform the Agency office by email at info@mareta-tours.hr or by phone at +385 (0)52 383 699 or + 385 (0)99 381 4995.

The Traveller is obligated to cooperate with the Agency representative as well as with the service provider in a well-intentioned manner so that the cause of the complaint can be resolved.

If upon arrival the traveller is not satisfied with the state of the accommodation and leaves the accommodation on his own initiative and finds another accommodation without giving the agency a chance to resolve the issue, correct the cause of the discontent, or find another accommodation for the Traveller, the Traveller does not have a right to request a refund or make a claim for compensation, regardless of the fact that his/her reasons were justified or not.

Should the Traveller accept the proposed solution which corresponds with the service

rendered on the spot, the Agency will not take additional complaints into consideration or respond to them.

If the problem is not resolved on the spot following an intervention, the Traveller is obligated to submit a written complaint along with supporting documents as well as any photographs to support the complaint to the agency by e-mail at info@mareta-tours.hr or by post mail no later than 8 days following the return of the Traveller from his/her trip. The Agency shall only take into consideration fully documented complaints which are received within the 8-day deadline.

The agency is obligated to make a written solution to the complaint within 14 days of receipt of the written complaint. The agency can postpone the deadline in order to collect the evidence and check the claim quotes with the service provider but not for more than 14 days. The agency will take into consideration only those claims whose cause could not be resolved on the spot.

Until a decision has been made by the Agency, in other words for the duration of the 14/28 days after the complaint has been filed, the Traveller relinquishes the right to involve a third party, the arbitration of the UHPA or other institutions, publicly disclosing information as well as filing suit. The highest amount of compensation per complaint can amount to the complaint portion of the service and cannot encompass the used portion of the service or the total amount of the service. The law of tourism excludes the Traveller's right to be compensated for ideal damages.

The Agency cannot be held responsible for climate conditions, cleanliness, and the temperature of the sea, nor for other similar situations and events which can result in the dissatisfaction of travellers and are not a direct result of the accommodation unit (for example, bad weather, improperly maintained beaches, crowds, lost or stolen property and such).

13 PRIVACY CLAUSE

Every piece of information concerning the guest shall be kept in strict confidence by the Tourist Agency. In exception of the cases legally regulated, no data about the guest such as his address, place and time of traveling, sojourn, amounts paid or the names of his fellow-travellers shall be revealed by the Agency.

Unless ordered to do so by the law or by decision of the competent authority, no personal data will be given by the Tourist Agency to any third person without a previous explicit and written approval of the guest

14. COURT JURISDICTION

In case of possible disputes arising between them, the Tourist Agency and the guest shall try to settle it by mutual agreement. If this will not be possible, the case shall be referred to the Court in Pula and the Croatia law shall be applied.

15. FINAL REGULATIONS

It is understood that the guests, when paying reservation and obtaining the Tourist Agency's confirmation note, is fully acquainted with the general conditions for the provision of the accommodation services and that these are accepted by him. Therefore, everything laid down in these General Conditions becomes a legal obligation for the guest and Tourist Agency alike. The Tourist Agency reserves the right to modify these General Conditions. However, such modification shall have no effect on the reservations already realized and paid.