

## General Terms and Conditions

### **Section 1: Contractual relationship**

The contractual relationship between the client and the intermediary – **Petr Tomášek Travel Agency**, arises after the sojourn advance has been paid by the client.

The contractual relationship is acknowledged legally valid after the travel agency has received the payment. The intermediary has the right of cancelling the sojourn order if the client's advance is not credited to the travel agency's account in 5 days after the order has been made.

Invoiced sojourn orders shall be cancelled if the client does not meet the payment deadline stated within the invoice.

### **Section 2: Price and its reimbursement**

The price is contractual and stated within the **Reservation Confirmation and the Travel Document – Voucher**.

An advance is credited to the Travel Agency's account from the total price, in which the foreign exchange risk is included – 5-8 % approx.

After having received the binding reservation from the Travel Agency, the client is obliged to pay an advance worth 10-100 % of the sojourn price.

The advance is due no later than a term stated in the **confirmation message**, which is usually made known within 4 days from the received reservation's date.

In case of not paying the advance within the stated term, the reservation is expired.

The right of sojourn participation arises when the advance has been paid.

Supplementary payments are paid to the apartments' owners upon arriving on the first sojourn day in the destination, corresponding to the amount stated within the **Travel Document – Voucher**, unless otherwise agreed.

The client is obliged to pay the supplementary payments, which are then credited to the travel agency's account, even if they are unable to attend the sojourn due to their personal hindrances, no later than 1 day before the anticipated accommodation entering date.

**Reservation confirmation, the Travel Document – Voucher**, route description, map and indicative designs are sent to the clients upon receiving the advance. The clients are obliged to check the stated data and inform the Travel Agency immediately if discrepancies occur.

### **Section 3: Changes from the Travel Agency's side**

The clients are allowed to confirm their consent with the changes, which are rarely made and promptly informed about, by given methods in due course, or decline the reservation completely.

The Travel Agency is not responsible for furniture changes, furniture exchange, or furniture changes in placement, etc.

All photographic images are illustrative.

The Travel Agency is allowed to cancel the sojourn only when there are insoluble technical problems within the object, or if unpredictable, natural, or political incidents occur.

### **Section 4: Changes from the Customer's side**

Every change from the customer's side is to be announced via e-mail before the start of the sojourn.

Reservation changes (sojourn duration and its starting term) can be carried out till May 31 according to the customer's demands, after both contractual sides have come to a mutual agreement.

Change in the number of attending persons is possible after a mutual agreement, no later than 3 days before the sojourn starting term.

From June 1 to a fortnight till the sojourn starting term, the change of rebooking an object/apartment is only available with cancellation fees mentioned in section 5. Sojourn starting term's change and its duration change is not possible in a shorter period than 14 days before the sojourn starting term. However, there is an exception for remaining available terms, that follow the

object's reservation overview.

Change of the attending person is allowed. Any other person can take the assigned term, instead of the previous one, with all attending person's rights included. No special fees are added to a customer's bill for these changes.

### **Section 5: Cancellation of the reservation from the customer's side – cancellation fees**

In case of reservation cancellation from the customer's side, the customer is obliged to immediately inform the travel agency about this fact.

The cancellation must be realised in a written form, and demonstrably delivered to the travel agency

#### **Return of the advance:**

The advance is returned to the customer in full price (100 %) before a sojourn to be starting in 90 days or more. The advance is not returned, after this period has expired.

The advance can be returned to a customer individually in a period shorter than 90 days before the sojourn start in case that the cancelling term is substituted in favour of another customer, who is to be provided by the former customer. No cancellation fees are added within this action.

In a shorter period than 90 days before the sojourn starting term the customer is obliged to pay the travel agency for provable costs related with the cancellation, with a minimum of amounts stated below:

- a/** 10% from the total accommodation supplementary payment price, if the cancellation is realised in a period of 90 – 60 days before the stated starting sojourn term.
- b/** 25% from the total accommodation supplementary payment price, if the cancellation is realised in a period of 59 – 30 days before the stated starting sojourn term.
- c/** 50% from the total accommodation supplementary payment price, if the cancellation is realised in a period of 29 – 15 days before the stated starting sojourn term.
- d/** 75% from the total accommodation supplementary payment price, if the cancellation is realised in a period of 14 – 3 days before the stated starting sojourn term.
- e/** 100% from the total accommodation supplementary payment price, if the cancellation is realised in a shorter period than 3 days before the stated starting sojourn term.

If the customer does not arrive to the accommodation place within a stated period and this fact remains unannounced, it is a reason for charging a 100% cancellation fee. Sudden indispositions and diseases are not accepted as a valid argument.

### **Section 6: Liability for damage, and complaints**

**a/** If there are any discrepancies concerning the accommodation, the customer is obliged to inform the apartment's owner about this fact immediately. If the complaint is not expressed forthwith, the claim for compensations expires.

It is necessary for apartment lack complaints to solve them with the apartment's owner instantly.

All apartment descriptions are of an informative nature. The travel agency is not responsible for any potential changes during the season.

The apartment is to be returned in a state in which it was received. The client is not eligible for any further complaints, in case the full price was not paid for, or if an alternative accommodation was ensured for them with their consent, or if they were given an accommodation discount on-the-spot.

**b/** Apartments, in which there is an access to the Internet via Wi-Fi, provide this service free of charge, so there is no claim right coming from the Internet's speed rate insufficiency or drop-outs.

**c/** The client is not eligible for further complaints in the destination plus after the return back, if an alternative accommodation was ensured for them with their consent, or if they were given an accommodation discount on-the-spot, or if the apartment and the services were not paid for in full price.

**d/** The object's owner is eligible to claim a refundable deposit for a case of preventing potential damage. The refundable deposit is returned to the client upon their departure. If this fact is applicable, the customer is informed by the travel agency beforehand.

### **Section 7: Insurance**

No insurance is involved in the sojourn price. It is highly recommended to arrange an individual insurance contract for cases of sickness risks abroad, and compensations for medical expenses at your preferred insurance company.

### **Section 8: Travel Documents**

Customers attending a sojourn are responsible for their travel documents' validity at the time of the sojourn. In case that the customer is careless about this fact and states it as a reason for not attending the sojourn, the travel agency treats this situation as if the sojourn was cancelled. See section 5 for detailed cancellation info. Customers having their own means of transport at their disposal are responsible for all the documents needed for travelling abroad, such as: green card, driving licence, vehicle registration book, etc.

### **Section 9: Health requisites**

Every customer is responsible for their own health matters, which includes all expenses related to this issue, such as medical care abroad.

Upon arranging a reservation, the customer confirms that they were informed by the travel agency about the fact, what medical documents are needed for their travel and sojourn.

### **Section 10: Accommodation, alimentation, and transportation**

Some Croatian accommodation centres are not classified according to the European standards. The apartment furnishing is, nonetheless, evident from the apartment's description outline. The object's location and its facilities can be viewed on the [www.vranjica.eu](http://www.vranjica.eu) website, by looking through provided photographs. Alimentation and transportation matters are not secured by the travel agency.

### **Section 11: Customer's responsibilities**

**a/** The customer is obliged to secure escorts and supervision of an adult for persons younger than 15 years of age throughout the sojourn time.

**b/** Persons aged 15 – 18 are allowed to attend the sojourn only with their legal representative's consent.

**c/** The customer is obliged to secure escorts and supervision for persons in need of this action due to their health-state needs.

**d/** The customer is obliged to follow the household rules, especially adhering to the quiet hours that are stated for 23:00 – 6:00. Accommodation is particularly offered to families with children, and to customers seeking calmness and privacy, so it is not appropriate for groups of people that are presupposed not to follow the quiet hours after 23:00.

**e/** When accommodating, the customer is not allowed to exceed the stated number of attending persons within the voucher, nor are they allowed to change the number of attending persons without the travel agency being notified.

**f/** The object, the apartment, the room and the terrace can be used only by persons registered for the accommodation. All other persons from neighbouring houses are not allowed to be staying within the apartment without the house owner being notified, thus prospective visits need to be consulted with the house owner in advance.

**g/** The customer is obliged to familiarise themselves with all the information, that is provided to the sojourn by the travel agency, plus follow the house rules being announced on the [www.vranjica.eu](http://www.vranjica.eu) website.

### **Section 12: Other provisions**

A chosen apartment by the customer, including the location from the travel agency's catalogue, is the client's own decision. The travel agency is not responsible for an inappropriately selected sojourn. Upon arranging a reservation, the customer gives their consent to processing their personal data by the travel agency, for the purpose of service offering, according to Law 101/2000 Sb.

**These general terms and conditions are valid and effective for all accommodation reservations arranged after 1 October 2015.**