



VILLAS OF CROATIA

Experience true Croatia

TERMS AND CONTIDIONS



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1. GENERAL

When you are making your booking, your contract will be with Atomic Properties Ltd, a company registered in 50 Manchester Street, London W1U 7LT, United Kingdom, Company No. 07844211 acts as Property Manager of Villa Ana/ Villa Vida/ Villa San Spirito/ Villa Motta/ Villa Tiha/ Villa Vintage/ Villa Saxum, etc.

2. FORMATION OF CONTRACT

2.1 Before making a booking, you must contact us to obtain confirmation that your chosen property is available for the dates required. Please note that availability and rates may vary but that you will be given the up to date rate. Once you have decided to proceed, you should contact our Reservations office by phone + 44 790 8868 602, email (booking@villasofcroatia.com) or fax +44 207 486 3841 to indicate your interest in booking our villa. Please note that if you email or fax us, you should provide a contact telephone number so that we can contact you. One of our Advisors will phone you to discuss your specific requirements and collect the information needed in order to process your booking. We will then e-mail or fax you an Invoice containing the details of your booking. Once you have checked that you are satisfied with the details contained in the Invoice and that you have read these terms and conditions, you need to arrange for payment in accordance with paragraph 3 below.



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Our rates are expressed in € Euro. All payments may be paid in € Euro, or equivalent in Croatian Kuna, \$ US or £ Sterling by bank transfer (the account will show on your invoice). By arranging payment, you confirm that you have read and agree to be bound by these terms and conditions, which are either sent to you alongside with your invoice, or if you are making a booking by telephone, which are available on the website. Your booking will only be confirmed and effective when we issue a Booking Confirmation upon securing payment of the deposit (or full price if the booking is made less than 6 weeks before departure).

- 2.2 Bookings cannot be accepted from persons under 18 years of age at the time of booking. We reserve the right to refuse a booking without giving any reason.

3. PAYMENT

For bookings made more than six (6) weeks prior to departure, a non-refundable deposit of 30% is requested to secure the booking, and the outstanding balance is requested no later than six (6) weeks prior to departure. There is no reservation system to hold a villa. To secure bookings, the deposit is payable immediately. When you pay by bank transfer, your funds must be received within 72 hours of the date of the Invoice unless you have sent us, within that 72 hour period, an email or fax confirming your acceptance of these Terms and Conditions and a proof that you have arranged payment, in which case we will give you an extra 72 hours for us to receive the deposit.

The balance must be paid no later than six (6) weeks before departure. For bookings made less than 6 weeks prior to departure, the full amount (as per our Invoice) is payable immediately and must be received within 72 hours of



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the date of the Invoice unless you have sent us, a confirmation as above in which case we will give you an extra 72 hours to pay the full cost. This extension will only be valid if we send back a Booking Option Extension Confirmation to you by email or fax. Regardless of whether the booking is made more or less than 6 weeks before departure, failure to pay the balance on time may, at our discretion, constitute a cancellation and cancellation charges will become payable in accordance with clause 6 and 7 below. You are responsible for payment of the full cost and the compliance of members of your party with these conditions. To the extent this is possible, all bookings need to include arrangements on additional services (catering, transport, extra staff, personal and corporate events, and other additional services ("the Additional Services") you wish to have, as well as the price of those Additional Services. Additional Services require a deposit of 30% at the time of the booking, and the balance 6 weeks prior to departure (or 100% if we accept your booking and it is made less than 6 weeks prior to departure). To the extent this is possible, all booking of Additional Services should be made at least six (6) weeks in advance and if you have booked a villa, we reserve the right to refuse to provide Additional Services if you decided to book the Additional Services less than six(6) weeks prior to start of your stay.

4. THE PRICE

The prices given are in € Euro/day and the rental period is weekly, unless otherwise stated. The prices include all taxes and charges, electricity, and heating, concierge services, transfers to villa (only in the moment of arrivals and departures and for some villas an extra charge might apply depending on



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location), welcome basket & booklet, mobile phone (prepaid), daily maid & cleaning (general house cleaning, making beds, bed linen and towels changed once a week) and for some villas daily cook service might apply.

Not included in villa rates: cost of obtaining passports or visas, meals and beverages, extra staff, transport, including transport of staff, gratuities for staff, personal expenses such as communication charges, travel insurance, excess baggage charges, airfares, airport taxes, shopping service and food deposit, and all other Additional services from Villas of Croatia Guest Services list. All additional services are normally charged in advance at the time of your booking. Services booked at the villa will be charged in Croatian Kuna. Rates are subject to change without notice.

5. SECURITY AND TELEPHONE DEPOSITS

A Security and Telephone Deposit of 20% of the total balance is required to cover the cost of any damage or breakages to the property or its contents, as well as existing telephone bills. This is charged one week in advance before the arrival date by the Property Manager. You may pay this amount through a transfer. You will only be charged for the applicable claims, including transaction costs. The remaining amount will be refunded to you as soon as possible. In the case that the amount for the claims exceeds the initial Security and Telephone Deposit, you will be liable for those claims.

6. ALTERATIONS OF CANCELLATION BY US

In the unlikely event that it is necessary to make an alteration to or cancel the holiday accommodation specified in the holiday confirmation, we will inform you as soon as possible and we will refund in full all monies paid and shall be under no other liability.



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7. CANCELLATION BY YOU

7.1 Any cancellation by you (for whatever reason) must be in writing addressed to us by post, fax or e-mail. The effective date of cancellation is the date on which written notification is received by us.

7.2 If you cancel six weeks or more before departure you will lose your deposit.

7.3 If you cancel within six weeks of departure or if the booking is cancelled by us due to non-payment, we shall be entitled to the full holiday cost from you.

8. AMENDMENTS BY YOU

Upon receipt of your booking confirmation invoice, please check the details to make sure they are correct. If, after your booking has been accepted, you require us to amend it in any way, or to re-invoice you, we reserve the right to charge an amendment fee of €75.00, or the equivalent in £ Sterling or \$ US, per change. We reserve the right to treat a change of property and/or holiday dates as a cancellation of one holiday and the booking of another.

9. INFORMATION

9.1 We reserve the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, Property Owners reserve the right to alter furniture, fittings, amenities, facilities or any activities, either advertised or previously available, without prior notice.

9.2 If material changes occur after your booking has been confirmed we will advise you, if there is time, before departure.



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10. REGISTRATION

All guests must be registered at the time of the booking confirmation. The full names and details of all guests who will be staying in the villa must be supplied to us at the time of the booking confirmation. For security purposes, identification will be requested for each guest arriving at the villa.

11. NUMBER OF PEOPLE USING THE HOLIDAY ACCOMMODATION

Only those persons named on the booking form may use the property without prior arrangement. The number of people staying at the property must not exceed the number of sleeping places indicated in the property description except in the case of infants under two years.

12. ACCESS

The Property Manager or his / her representative shall be allowed free access to the holiday accommodation at any reasonable time during any holiday occupancy for the purposes of inspection and maintenance.

13. ARRIVAL AND DEPARTURE

You must arrive between 4 p.m. and 7 p.m. on the holiday start date, and the accommodation must be vacated by 11 a.m. on the last day unless otherwise specified. If these times are difficult, please advise us at the time of booking. If your arrival is delayed you must inform us so that suitable arrangements can be made for entry to the holiday accommodation.



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14. PETS

Pets are not allowed without our prior written permission. You may be asked for an additional Security Deposit.

15. YOUR RESPONSIBILITIES

You must keep the holiday accommodation and all furniture, fittings, effects, facilities and equipment in the same state of repair and condition as at the commencement of the holiday, and leave the holiday accommodation in the same state of cleanliness and general order in which it was found. You are responsible for all damage or loss which occurs to the property or its contents during your occupation, and will be responsible to paying appropriate compensation to us in the event of breakages or damage.

16. COMPLAINTS

In the unlikely event that you are disappointed with the holiday accommodation, you must first contact us or our local representative who will try to solve the problem. Where this is not possible, you should contact us. If after that, you still feel that the problem has not been resolved to your reasonable satisfaction, you should within 7 days of returning from your holiday, put your comments in writing to us. If you vacate the property before the end of the rental period without our authorization, you shall lose any rights to compensation.

17. LIABILITY OF US AND THE PROPERTY OWNER

17.1 We shall not be responsible for the death of or personal injury of you or any person named on the Booking Form or other person at the property, unless this results from the proven negligence of us or our local representatives.

17.2 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control, including though not limited to, act of God, explosion,



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flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of any governmental or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any such case, we shall be entitled to treat the contract as discharged.

17.3 In the event of such discharge, our liability shall be limited to the return of the sums paid to us in respect of the (unused) portion of the holiday calculated on a pro rata daily basis.

17.4 We cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers, swimming pool filtrations systems etc. nor for failure of public utilities such as water, gas and electricity.

17.5 We are not responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond our control.

18. CLEANING

The property will be clean throughout at the beginning of the rental period and you must leave it clean at the end of the period.

19. BEHAVIOR

The person signing the contract is responsible for the correct and decent behavior of his party. Should you and your party not behave in such a manner of the keyholder may at his absolute discretion ask you and your party to vacate the property without a refund of the price.



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20. STAFF

Additional services stated on the website/brochure are available at extra charge, although such services cannot be guaranteed. Please give us as much notice as possible and we shall try to assist. We accept no responsibility for additional staff or services.

Any other arrangements you make with your staff or any other person or company providing services whilst you are staying at the property are between you and the staff and we accept no responsibility for these services provided and the terms on which they are provided.

21. LINEN

Linen is included in all our properties but is advisable to take beach towels and cot linen. Linen is normally changed once per week.

22. SWIMMING POOLS

The swimming pools are usually closed during the winter months. If your rental falls outside the period 1st June to 30th September, please check with us that the pool is open. If pool heating is required and available, this is normally at an additional charge and payable locally.

23. PHOTOGRAPHY

Photographs taken at our properties cannot be used or sold for profit without authorization from Atomic Properties Ltd.



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24. SOCIAL EVENTS AND OTHER FUNCTIONS

It is our policy not to allow social events and other functions (e.g. weddings, receptions, large cocktail parties) on the property without prior agreement at the discretion of ourselves or the owner. Permission will be required for any event to be attended by more than twice the number of people the property is advertised as accommodating (including the holiday party itself). If permission is granted, an additional fee may be charged.

25. SECURITY AND VALUABLES

Any valuable left at the property are left at your own risk. We or our local representatives are not responsible for their loss. As with all rental properties in prime locations, there may be a risk of burglary. Where provided, burglar alarms must be activated, safes used and proper care taken against theft and burglary. We accept no responsibility for any loss, damage or consequential losses due to theft or any other security related incident howsoever caused.

26. INSURANCE

It is a condition of booking that your party is covered by comprehensive travel insurance either by purchasing our insurance, or another policy offering the same or greater protection. This policy must include personal liability and cancellation cover. Your signature on the booking form confirms that you are covered by such insurance.



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27. LAW

All contractual obligations arising out of these booking conditions shall be deemed to come into existence in Dubrovnik, and be subject to Croatian law and the exclusive jurisdiction of the Croatian courts.

In (place&date):

Client (Name & Surname / Signature):

Atomic Properties Ltd: