

## GENERAL TERMS AND CONDITIONS OF BUSINESS OF HOSTEL KARLOVAC LTD.

### I. GENERAL PROVISIONS

#### Article 1

1.1. General Terms and Conditions of Business of Hostel Karlovac Ltd. (hereinafter: the Hostel) with natural persons (hereinafter: General Terms and Conditions) govern the basics of mandatory, contractual and non-contractual relations between the Hostel, as the provider of services, and natural persons – clients (hereinafter: the Client) to whom they permanently or periodically provide accommodation and catering services, with standards of good tourist and hospitality practices and open communication with Clients, and with the implementation of the principle of trust between the Client and the Hostel, ethical and professional behaviour, implementation and compliance of laws and regulations and the confidentiality of all information.

1.2. In terms of these General Terms and Conditions, Hostel Karlovac Ltd. is:

Hostel Karlovac Ltd., ID:37714155999, Emila Antića 69, 51266 Selce, Republic of Croatia. Website: <http://www.hostel-karlovac.hr> .SWIFT: ESBCHR22, Bank account: HR0824020061100109379. Hostel Karlovac Ltd. is entered in the court register of the Commercial Court in Rijeka under entry U-1-197-00.

1.3. The Client, in terms of these General Terms and Conditions is a natural person – a customer, a resident and/or non-resident, capable of being a holder of rights and obligations, with whom the Hostel directly or through an authorised representative / legal representative / guardian or through means of distance communication, in accordance with applicable regulations, concludes contracts, that is, to whom, the Hostel provides certain tourist and catering services. In terms of these General Terms and Conditions, the Client is considered also any natural person who has requested or has been provided with tourist and catering service of the Hostel.

#### Article 2

##### Personal data protection

2.1. The Hostel client information, as well as all the facts and circumstances what the Hostel learnt based on providing services to clients and conducting business with the Client, are considered a trade secret and the Hostel may reveal this information only in situations prescribed by law.

2.2. The Hostel undertakes to keep the privacy of all clients. All client information is strictly kept and is only available to employees who require the information for business purposes. All Hostel employees and their business partners are responsible for compliance with the Privacy Policy.

2.3. Although the Hostel uses superior security technology, it cannot take responsibility for harmful content, spyware or viruses circulating the Internet. Hostel website users are obliged to procure and use their own anti-virus software for protection against harmful content or data loss.

2.4. Website users agree that the Hostel is not responsible for data transfer errors, interruptions or interruptions in telephone traffic, network interruptions or the inability to access the Internet, electrical or electronic or computers issues of any kind.

2.5. The Hostel website pages are public and available to everyone, and the service is provided on the basis of availability. The Hostel rejects any responsibility for direct, indirect, accidental, special or commercial damages, including profit loss, which may arise from the possibility or inability to use the Hostel web pages.

#### Article 3

##### Hostel Bookings

3.1. Having made the booking, the Client confirms to be familiar with the General Terms and Conditions and accepts them in full. Thus, all stated in the General Terms and Conditions becomes legally binding for both the Client and the Hostel. When making a booking, the Client is required to provide all information required for the booking process.

3.2. For the booking of accommodation and other Hostel services, it is necessary to make a deposit payment in the amount of 20% as the confirmation of the booking, based on the valid quotation/proforma invoice issued by the Hostel. The balance of the invoice is to be paid no later than 1 day prior to the start of the use of services and into the bank account or at the reception desk of the facility. The deposit refund deducted by the cost of services can be requested in writing if the booking is cancelled 30 days prior to arrival. For booking cancellations shorter than the specified period prior to the arrival, the deposit is not refunded.

3.3. In case of a booking cancellation, the date of the receipt of the written cancellation presents the basis for the calculation of the cancellation costs as follows:

- for cancellations between 30 and 15 days prior to the use of services, 30% of price of the service is charged;

- for cancellations between 14 and 5 days prior to the use of services, 50% of price of the service is charged;

- for cancellations between 4 days and the day of the start of services, 80% of price of the service is charged;

- in the event of a cancellation due to force majeure, the Client is obliged to present a written confirmation on the occurrence of force majeure, and the Hostel will only charge the actual costs of the booking cancellation.

3.4. If the Client does not arrive at the accommodation unit before 24.00 hrs on the day of the start of service, and has not notified the Hostel, the booking shall be deemed cancelled, and the cancellation costs will be calculated as specified above. If the actual costs of cancellation exceed the above specified costs, the Hostel reserves the right to charge the actual costs incurred.

3.5. If the Client cancelling the booking, procures a new user for the same booking, the Hostel will only charge the actual costs incurred by the booking changes.

3.6. In case the Client wishes to modify the booking made at their request, it should be done in writing by email: [info@hostel-karlovac.hr](mailto:info@hostel-karlovac.hr). In accordance with available options, the Hostel shall confirm to the Client the booking amendment and specify the new terms of the booking. In case the booking amendment is not possible, due to which the Client withdraws the booking, i.e., in case the Client requests the cancellation of the booking for some other reason, the terms of cancellation shall be applicable.

3.7. The Hostel reserves the right to change or cancel the booking if there are exceptional circumstances which could not be foreseen, avoided or eliminated. The booked accommodation can be changed or cancelled only with prior notice to the Client and by accommodation of the same or higher category and at the price of accommodation the Client has confirmed the booking.

3.8. By making the deposit, i.e. payment of the entire amount for the booking of accommodation, the Client fully accepts the General Terms and Conditions.

#### Article 4

##### Check-in and Check-out

4.1. Prior to entering the Hostel, it is necessary to check-in at the reception and to identify oneself with an ID or a passport.

4.2. Check-in at the Hostel is possible after 13:00 hrs on the day of arrival.

4.3. Check-out from the Hostel is until 09:30 on the day of departure.

#### Article 5

##### Payment of Services

5.1. Payment of services is based on the calculation of the used services in accordance with the price list at the accommodation facility.

5.2. Payment of services is possible into the bank account, in cash in Kuna or foreign currency at the exchange rate on the day of payment

#### Article 6

## **Sojourn Tax**

7.1. In accordance with the relevant Sojourn Tax Act in the Republic of Croatia, the customer is obliged to pay a sojourn tax at the time of payment for accommodation services. The sojourn tax is prescribed by the Sojourn Tax Act of the Republic of Croatia and amounts from 5.00 to 8.00 HRK per person per day for adults. Young people from the age of 12 to 17 years old have a 50% discount on the said amount, whereas children up to the age of 11 do not pay the sojourn tax. The final amount of the sojourn tax is charged in accordance with the General Terms and Conditions at the time of payment of the invoice balance.

## **LEGAL PROVISIONS**

### **Article 7**

7.1. The Hostel provides accommodation and other services as per the published information, and according to the submitted offer, i.e. confirmed booking, except in exceptional circumstances (war, riots, strikes, terrorist actions, sanitary disasters, natural disasters, intervention by competent authorities, death or disease of service provider, etc.).

### **Article 8**

#### **Accommodation Price List**

8.1. The accommodation price includes the service described in the offer in the authorized part of pages. Special services are those services not included in the offer (in the description of accommodation indicated as „by arrangement“ or additional services that can be provided with prior notification), therefore the Client pays for them additionally. These services should be requested at the time of booking.

8.2. To clients who have paid a deposit for a specific booking, the Hostel guarantees the accommodation price listed in the offer based on which the deposit has been paid. If more persons arrive into the accommodation unit than specified on the booking confirmation, the Hostel reserves the right to withhold the service to non-announced customers or accept all customers with an extra charge for the service on the spot.

### **Article 9**

#### **Categorisation and Description of Services**

10.1. The offered accommodation units are described in accordance with the official categorization of the competent institution, based on the inspection of the actual condition of the accommodation at the time of publishing. The standards of accommodation, food and other services in some places and countries are different and cannot be compared.

10.2. The information provided to the customer at the point of sale does not oblige the Hostel to a greater extent than the information published on the website pages <http://www.hostel-karlovac.hr> or the catalogue and other printed promotional material of the Hostel.

### **Article 10**

#### **Customer Obligations**

10.1. The customer is obliged:

- to own valid travel documents;
- to follow customs and foreign currency regulations;
- to abide by the house rules in accommodation facilities and to cooperate with service providers in good faith;
- at time of arrival at the destination, to present to the service provider the document on the paid service (confirmation of booking);
- to check if they need a visa for the entry into the destination country or neighbouring countries.

10.2. In cases of non-compliance with these obligations, the customer shall bear the costs and shall be liable for the caused damages. By confirming the booking, the customer undertakes to pay to the service provider for any damage that he or she has caused, on the spot, according to the valid price list.

### **Article 11**

#### **Luggage**

11.1. The Hostel is not responsible for damaged, destroyed or lost luggage, nor for the theft of luggage or valuables in the accommodation unit (it is recommended to use or rent a deposit safe box if available). Lost luggage or theft is to be reported at the reception desk of the accommodation unit and the relevant police station.

### **Article 12**

#### **Resolution of Complaints**

12.1. If the offered services have been provided poorly, the Client may request a proportional compensation by making a complaint. Any Client is entitled to complain about services paid, but not provided. Any Client – a holder of the confirmed booking, submits the complaint separately.

12.2. For the service deemed inadequate, the Client agrees to make a complaint immediately at the reception desk of the accommodation unit or in writing by e-mail: [info@hostel-karlovac.hr](mailto:info@hostel-karlovac.hr) during their stay.

12.3. The Client undertakes to cooperate with the reception desk personnel in good faith in order to remove the causes of the complaint. If the Client does not accept the offered resolution or compensation for the subject of complaint by the Hostel reception desk personnel, the Hostel is not obliged to accept the subsequent complaint.

12.4. The highest compensation per the complaint may reach the amount of the complained part of services, but cannot include the already used services, nor the total amount of the service.

### **Article 13**

#### **Jurisdiction**

15.1. If the Client is dissatisfied with the resolution of the complaint, he is entitled to arbitration. In such cases, the jurisdiction of the court in Rijeka is appointed.

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