**1. General Terms**

These General Terms and travel regulations are a component part of the Agreement, in other words the voucher, between internet service "EL-PI TOURS” (hereinafter referred as: the Agency), which is owned by the EL-PI SHOP d.o.o. T.A. EL-PI TOURS, Oštrobradići 18, 51511 Malinska – Croatia, and the travel contractor (hereinafter referred as: Traveler/Guest). All the information and terms in the program and these General Terms are binding for both the Agency and the Traveller unless otherwise determined by the Agreement.

**2. Offers content**

The Agency ensures services according to the information published and valid at the time of the reservation confirmation, and according to the description and travel period in accordance with confirmed reservations except in circumstances beyond our control; illness of the service provider or his/her immediate family; outstanding circumstances which cannot be foreseen nor eliminated such as natural catastrophes (earthquakes, floods, fires, droughts); wars, strike, terrorist actions and limitations issued by the government (mobilisation, country exit ban).

The Agency guarantees the authenticity of the graphic and date review related to the accommodation unit characteristics in its offer available at www.elpi-tours.com as well as the authenticity of the conditions of the same offer.

**3. Reservations and payment**

Inquires and accommodation reservations can be made via e-mail.

By confirming a reservation, the Traveller confirms that he/she is aware of the General Terms and conditions of the travel services and fully comprehends and accepts these terms which are binding for both the Traveller and the Agency.

The Traveller is obligated to provide any information required for the reservation process. A deposit is required depending on the chosen payment method with which the Traveller was introduced while confirming the reservation, and the rest of the reservation price can be paid on the spot upon your arrival, or if the payment will be fully paid with credit cards the rest of reservation price must be paid minimum one month prior the date of arrival. For the reservations made in „last minute“ condition the total amount of reservation must be paid at once.

**Note for credit card payment** - the credit card will be charged in the amount stated in Kuna according to the selling foreign exchange rate of PBZ Bank Zagreb on the charge date. Differences and fluctuations between the exchange courses of PBZ (our bank) and the Guest's credit card company are possible. All banking expenses, as well as any other additional expenses concerning the payment procedure, are taken by the Guest.

**4. Contents and the price of the arrangement**

The prices published on Agency web page vary from unit to unit, and are shown next to every accommodation unit. **The specified prices include: a daily rent of the accommodation unit, bed linen, equipped kitchen (unless the guest reserves only rooms without the use of kitchen) with all the necessary dishes and cutlery, and water, electricity and gas spent during the guest's stay.**
All the specified prices refer to the stay in the accommodation unit longer than three nights. **If the stay is shorter than four nights the specified prices are enlarged for 30 %.**
If the price of a certain accommodation unit changes after the guest has applied for it and before the advance payment, the agency is required to inform the guest of the change and upon their approval, send them another calculation.

In case of the price change after the advance payment has been made, the agency guarantees that the rest of the amount will be paid according to the calculation based on which the guest had decided to make the reservation of a certain accommodation unit.

The rates listed in our offers and programs are formed according to agreement made with the owner of the house and our partners do not necessarily match the rates stated on the spot at the accommodation unit in which the Traveler resides. **Possible differences in rates cannot be subject to complaint.**

Should the number of people arriving to the reserved accommodation unit exceed the number indicated on the travel documents (voucher), the service provider has the right to withhold service to unannounced travelers or accommodate all travelers provided that additional payment for the unannounced travelers is made on the spot.

**5. Categorization and service description**

The offered accommodation units are described in accordance with the official categorization of the proper authority, as well as the actual state of the unit at the time of its publication. The standards of the accommodation, services and the like vary depending on the destination/country and are not subject to comparison.

**6. Obligations of the Agency**

The Agency's obligation is providing services as well as selecting the service provider while taking into consideration the rights and interests of travelers in accordance with the traditions of the tourism industry. The Agency will fulfill all the above mentioned obligations as described, except in circumstances beyond its control.

**7. Guest's obligation**

The guest has an obligation:

* to own a valid passport. The cost of document loss of theft is borne by the guest.
* respect the customs and foreign regulations of the Republic of Croatia, as well as other countries he stays in during the trip,
* respect the home rules of the reserved accommodation units, and cooperate with the hosts with good intentions
* Upon arrival at the destination, service providers deliver voucher accurately stated the number of people and type of services that they must be provided. (Voucher obtained by e-mail)
* On the day of arrival the guests can come to accommodation unit after 14:00 h, and on the day of departure guest must leave accommodation unit till 10.00 h
* The client have obligation to reimburse all costs of damages committed by its failure to the service provider

In case of not respecting the above stated obligations, the guest bears responsibility for all the possible costs and damages.

**8. Passenger's right to change and cancel reservation**

If the guest wishes to cancel the reserved accommodation, they have to do it in writing (via email, fax or ordinary mail).
The date when the agency receives the notification of the cancellation represents a basis for the calculation of cancellation charges in the following way:

* For cancellation up to 30 days before arrival will be charged 20% of the total amount of reservation, a minimum of 15 Euro for reservation at the amount of less than 50 euros.
* for the cancellation of 29-15 days before arrival will be charged 30% of the total amount of reservation
* for the cancellation of 14 to 8 days before arrival will be charged 60% of the total amount of reservation
* for the cancellation of 7 to 2 days before arrival will be charged 80% of the total amount of reservation
* for the cancellation of 2 to 0 days before arrival or in a case of "no show” on the arrival day until midnight, will be charged 100% of the total amount of reservation.

**a)** In the event the Traveller must cancel a reservation within 7 days before the beginning date of the service, the Agency offers the Traveller the possibility of finding a new Traveller/User for the same reservation if possible (this depends on the service provider). The new reservation holder accepts all the obligations stated in these General Terms and Conditions.

**b)** In the event the Traveller does not arrive to the accommodation by midnight on the beginning date of the service, without contacting the Agency or the service provider, the reservation will be cancelled and the corresponding cancellation fees will be charged according to the abovementioned terms.

**9. The Agency's right to changes and cancellations**

The Agency reserves the right to make changes of reservations in the event of circumstances which cannot be predicted, avoided or eliminated. A reserved accommodation unit can only be changed with prior notification to the Traveller for an accommodation unit of the same category or of a higher category and at the price at which the Traveller confirmed the reservation. In the event a replacement accommodation unit cannot be arranged, the Agency reserves the right to cancel the reservation with first notifying the Traveller no later than 7 days prior to the beginning of the service and guarantees a full refund of the paid amount. If the Agency cancels a reservation, the Traveller is not entitled to any compensation from the Agency and the Agency is only obligated to refund the amount paid to the Agency's account. If an adequate replacement unit is not available on the day of the commencement of the service, the Agency will make an effort to provide the Traveller with information on possible alternative arrangements which are not a part of the Agency's offer and will refund the Traveller with the full amount paid for the reservation.

**10. Resolution of complaint**

Each guest - contract carrier has a right to object in case of the services agreed upon not being provided. If the services the guest has paid for are not provided completely, the guest can demand an adequate reimbursement by enclosing a written objection.

Complaint procedure:

* **The Traveller is obligated to file a complaint on the day of his/her arrival at the location of the service provider and no later than within 24 hours of arrival at the accommodation unit on, the reasons for his dissent to inform the agency or an authorized representative of the agency.** The customer is required to cooperate with a representative of the agency and with the service provider in good faith in order to remove causes for complaint
* If the guest is not willing to accept the solution offered on the spot and which corresponds to the reserved and paid service, the agency will not take into consideration their subsequent complaint nor will it find it necessary to respond to it.
* The agency is not allowed to offer the guest alternative services whose value is less than the value of the reserved services.
* If the guest is not satisfied with the condition of the accommodation unit, leaves the unit and find another accommodation themselves, without giving the agency an opportunity to deal with the reason of their dissatisfaction or find them an alternative accommodation they are not to demand a reimbursement nor file a charge for damages, regardless of the fact whether the reasons were justified or not.
* In the case of the complaint and request for assistance or arbitration by the agency, the agency leaves the period from 8 hours after receiving the complaint to resolve the disputable situation.
* If the reasons of dissatisfaction are justified, the situation will be considered resolved when its cause has been removed. If the cause of the dissatisfaction cannot be removed, the agency promises to find another accommodation for the guest.
* If the guest and the agency's representative are not able to find a solution they are to draw up a written confirmation in two copies which is to be signed by both of them. The guest keeps one copy of this confirmation. Not later than 7 days upon their return from the trip (Sundays excluded) the guest sends a written objection to the  Agency headquarters enclosing the written confirmation signed by the agency's representative and himself and encloses possible costs he had due to the accommodation unit replacement. The agency takes into consideration only those objections which are complete and received within the above mentioned deadline of 7 days.
* The agency has to make a written solution to this objection within 14 days of the objection receipt. The agency can postpone the solution deadline in order to collect the evidence and check the claims of the objection but for not more than 14 days. The agency will take into consideration only those objections whose cause could not have been resolved at the place of vacation.
* Until the agency comes up with the decision, the guest is to renounce the arbitration of any other person, court or giving information to newspapers. If the guest breaks this regulation and violates the procedure, regardless of the foundation of their claims, the agency has a right to ask for damages caused by such an action on the guest's side.
* The highest reimbursement can reach up to the amount of the complained part of the services and cannot comprise the service already taken or the whole amount of the arrangement. This excludes the guest's right to non-material damages.

**11. Privacy policy**

Privacy statement serves us for protection of privacy of our users.
In case that you decide to use our services, it's necessary to leave us your personal information, so that we could complete your reservation and to lease asked service.
Your personal data remains protected. We assure you that we are collecting only information that we need to complete our procedure of reservation of our service, and will be exclusively used for the process of reservation.
In that process we are using only information that we receive directly from you.
The agency may disclose personal information only in the event that it was prescribed by law or court decision, and the need for the protection of personal safety of users or the public.

**12. Declaration of the Protection and the collection of personal data and their use**

Agency commits itself to protect customers' personal data in a manner that collects only the necessary, basic information about customers / users that are necessary to fulfill our obligations, to inform customers about the way we collect data, and regularly give customers a possibility of choice on the manner of use their information, including the ability to decide whether or not to remove their name from lists used for marketing campaigns. All user information are strictly confidential and are available only to the employees to whom such data are necessary to perform the job. All employees of Agency and business partners are responsible to respect the principles of protection.

 **13. Note**

Traveler confirmation of booking and paying in advance or the entire amount, confirms its compliance with the above conditions.

**14. Competence of court**

The Traveller and the Agency will aim to settle possible law suits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the Zagreb Court jurisdiction, under the authority of the laws of the Republic of Croatia.