

# GENERAL BUSINESS CONDITIONS OF VILLA GRAPPA

## IN GENERAL

VILLA GRAPPA is a private real estate intended for accommodation rent. With its business policy, offer content and 24/7 support for its clients Villa Grappa owners provide their guests with the highest possible level of relaxed and pleasant stay.

## INTRODUCTION

By paying an advance for the reservation of the selected villa in the demanded period you unconditionally accept these General conditions. The owners of Villa Grappa retain the right of change of these General conditions which shall be published on the web page and which come into force on the day of publishing. All the annexes to the rental contract shall be valid only if made in a written form.

After Villa Grappa receives the payment of the reservation advance, it shall send a written reservation confirmation to the guest. A written reservation confirmation with these General Conditions makes a Rental contract between the guest as a lessee and Villa Grappa owner as a lessor.

The guest must be at least 21 years old on the villa reservation day.

## 1. RENT BEGINNING

The confirmation contains information about the time at which the villa is prepared for arrival and it is after 16:00 hours. Time of arrival and departure which is mentioned in the confirmation is unchangeable and the guest has to obey it. In case of an earlier arrival the guest shall not be able to take over the villa before the time of arrival mentioned in the confirmation. The keys shall be in the villa. The keys shall be handed over only in case that the full rental fee is paid. The check-out from the villa must always be no later than 10.00 hours on the departure day, and the guest is obliged to return the keys to the owner. In case of a later departure than the agreed one, the guest is obliged to pay to the owner all additional costs, which incurred to the owner, and the owner charges them directly on the spot to the guest.

## 2. VILLA

### 2.1. Number of guests

At any time the number of persons accommodated in the villa and its belonging premises cannot be higher than the one mentioned in the confirmation. This number of persons includes also children regardless of their age. The children up to one year of age are excluded if their arrival is announced. At wish of the guest the number of persons can be increased until the maximum capacity no later than 3 (three) days before arrival. The requested change of the guest number must be submitted in writing by an email directly to Villa Grappa.

After the lease beginning the guest is obliged to announce previously all visitors which come to visit him/her. The total number of persons which are in the villa or at the property around the villa including the guests and visitors cannot be higher than the maximum number of guests permitted without a special permission of the owner.

If more persons than the maximum permitted number stays in the villa or on the possession around the villa without the permission of the owner, the owner retains the right to terminate the lease agreement which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently together with all persons which stay there within 2 (two) hours, and he is not entitled to demand the return of the sum of the paid accommodation from the owner.

### 2.2. Youth groups

In case that the guests are younger than 25 years, they are obliged to inform Villa Grappa owner immediately at the reservation about the exact number of guests and their age. The owner retain the right to reject the groups of guests younger than 25 years in case that he has not been informed about their arrival, and in that case the guests are not entitled to a return of the paid accommodation price.

### 2.3. Tents and camp trailers

It is forbidden to build tents or bring camp trailers or similar. The owner is authorised to demand that the above mentioned is removed without delay. If the guest does not fulfil the mentioned requests without delay, the owner is authorised to terminate the rental agreement which comes into force immediately, without a notice period, and the guest is obliged to leave the villa permanently together with all the persons which stay there within 2 (two) hours, and he is not entitled to demand a return of the paid accommodation price from the owner.

### 2.4. House pets and allergies

Villa Grappa allows keeping maximum of 2 (two) pets which have to be announced during the reservation process. It is not permitted to keep a larger number of pets than the number which is registered and mentioned on the confirmation. In case that the guest wishes to bring more than 2 (two) pets, he/she must additionally contact the Villa Grappa owners and without a written permission it shall not be permitted to keep more than 2 (two) pets in a villa.

As the additional cleaning is needed after the pets, Villa Grappa owners will charge the amount of 50 EUR per pet and the amount will be included in the total accommodation price.

The pet owners are responsible for cleaning of pet waste after their pet, and the pets are not allowed to sit on the furniture at any moment. Each evidence of the stay of a pet on the furniture may cause additional cleaning costs.

All pets must be timely vaccinated against rabidity and all other illnesses in accordance with the valid regulations. The guests are recommended an appropriate prevention for the protection of pets against common illnesses. Keeping of pets in a villa is an exclusive responsibility of the guest, and the owners do not take over any responsibility for a possible illness or injury which the pets might suffer during the stay. The approach to the swimming pools is strictly forbidden to the pets.

If the guest brings a pet which was not announced, the owner retains the right to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently within 2 (two) hours with all the persons who stay there, and he is not entitled to demand from the owner the return of the paid accommodation price.

## 2.5. Noise

There is a possibility that in the villa area the guests suddenly hear noise which comes from a construction site, traffic or similar. The owner can not be considered responsible for the mentioned noise.

In case that the guests disturb public order by noise and do not calm down after the warning, that can be considered a severe breach of the rental contract, in which case the owner is authorised to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently together with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price from the owner.

## 2.6. Swimming pools

The guest is obliged to obey the instructions of any kind which refer to the usage of swimming pools and which are given by the owner due to his/her own safety. The guest is

responsible for using a swimming pool in any sense. The children must not be present at the swimming pool area without the supervision of adults. The guest uses the swimming pool at his/ her own responsibility. If the accommodation is reserved out of the summer season it might happen that the swimming-pool is out of use.

You should take into consideration that the usage of whirlpools is related to certain health risks, and you use it at your own responsibility.

## 2.7. House order

Villa Grappa has its house order which stands on a visible place and its available to the guest. Guests are obliged to obey the house order rules. If the guests do not obey the house order rules, that can be considered a severe breach of the rental contract provisions, in which case the owner is entitled to terminate the rental contract, which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently with all the persons who stay there within 2 (two) hours, and he is not entitled to demand the return of the paid accommodation price from the owner.

## 3. PRICES AND PAYMENT

Unless otherwise mentioned, all the prices are stated in Euro per week. The payment is made by bank transfer only.

The reservation is binding, and an advance payment in the amount of 30% of the agreed accommodation price is required at the reservation, after which the reservation is confirmed, the contract with the owner is concluded and these General conditions which make a constituent part of the villa rental contract are accepted. The rental contract is considered concluded at the moment when Villa Grappa owners receives the paid advance amount. In case that the payment is not made within 3 days from the reservation day, the Rental contract is deemed terminated, and Villa Grappa owners are authorised to conclude a new Rental contract with another guest, without a special notice to the guest.

The costs of water, gas, electric power and internet as well as bedlinen, towels, kitchen towels, final cleaning of the interior, maintenance of the swimming-pool and exterior, registration of stay and residential tax and the value added tax are included in the accommodation rental price.

The payment of the rest of the agreed accommodation price (rest of 70%) has to be made no later than 30 days before the arrival to the villa.

In case of reservation cancellation all the payments which are made to the villa owners cannot be returned therefore its recommended to contract an own insurance policy for the case of a reservation cancellation.

For the reservations which were made 30 days or more before the beginning of the rental period, the following conditions shall apply:

a) advance payment of 30 % of the total agreed accommodation price is due for payment IMMEDIATELY. The payment has to be received by the owners within 4 (four) days;

b) the rest of 70 % of the total agreed accommodation price is due for payment no later than 30 (thirty) days before the beginning of the rental period.

c) In case the reservation is made 30 days or less before the rental period, the TOTAL rental amount is due IMMEDIATELY for payment.

### 3.1. Non-observance of the payment due dates

The guest is obliged to make payments within the period and in a way described in this clause of the General Conditions. If the guest does not obey the payment due dates, such behaviour is considered a severe breach of contract obligations and the Rental Contract can be considered terminated. Although the owners are not obliged, but in accordance with its business policy of a special appreciation of its guests, they will send the guest a notice as a reminder of the payment obligation with an appropriate fulfilment period before the contract termination if possible.

## 4. CANCELLATION AND CHANGES

4.1. A concluded rental contract can be cancelled only in writing (by email). The cancellation is effective only from the day when Villa Grappa owners received such a cancellation notice and only under the conditions from this Clause.

4.2. In case of cancellation of the Rental contract all the received payments until the cancellation date shall be retained, and the guest is not entitled to their return. Villa Grappa recommends the guests to contract the insurance policy for the reservation cancellation.

4.3. In case that the guest can find another guest as his substitute in the same period, for the same price and under the same conditions, Villa Grappa shall issue immediately the contract and confirmation to the new guests upon receipt all their data and details requested. The already received accommodation price sums shall be retained by Villa Grappa owners and new guest is obliged to pay the rest up to the total accommodation price.

4.4 In case that the object is not available for the rent due to the Act of God such as earthquake, flood, fire etc. The villa owners are not liable for the cancelled reservations.

## 5. DEPOSIT IN CASE OF DAMAGE

The guest is obliged to leave a deposit in cash on the arrival to the villa for the insurance of the possible caused damages. The deposit sum which the guest is obliged to give to the owner at the arrival shall be stated in a written reservation confirmation. The deposit serves as a security to the owner for caused damages in the villa, and the owner is entitled to cover the damage from the deposit. In case that the caused damage is higher than the deposited sum, the guest is obliged to pay the total damage amount to the owner. If no damage is caused to the villa, the owner is obliged to return the deposited sum to the guest at the takeover of keys at the guest`s departure.

## 6. DAMAGE

The guest is obliged to behave responsibly towards the rented villa with an appropriate observance. The guest is obliged to return the villa in the condition in which he/she received it. For any caused damage the guest is liable directly to the owner. The owner is entitled to use a deposit to cover the sum of the actual damage in accordance with the Clause 5 of these Conditions. If the deposit sum does not cover the damage the guest is obliged to pay the difference up to the total damage amount directly to the owner.

An intentional property damage or disturbance of public order is considered a severe breach of provisions of the Rental contract, in which case the owner is authorised to terminate the Rental contract which comes into force immediately, without the notice period, and the guest is obliged to permanently leave the villa within 2(two) hours together with all the persons which stay there, and he/she is not entitled to demand a return of the paid accommodation price from the owner.

The guest is obliged to report to the owner immediately the occurrence of any kind of damage on the villa or property around the villa during the rental period. At the guest`s departure and before the return of keys, the guest is obliged to examine the villa and the property around the villa with the owner.

In case no damage is caused, the owner is obliged to return the deposit from the Clause 5 of these Conditions.

It can be considered that a damage is also a need for an additional cleaning due to the especially bad condition in which the guest returned the villa to the owner, and the owner is entitled to use a deposit to cover that damage.

## 7. DAMAGES, COMPLAINTS AND REPAIR

If the guest, at takeover of the villa notices an insufficient cleaning, damage or other irregularities in the villa, or has complaints of other type, he/she shall file a complaint without delay and no later than within 24 hours. The complaints regarding cleaning are filed immediately. The complaint is filed directly to the owner.

Written complaints are delivered to the email address: [info@villagrappa.com](mailto:info@villagrappa.com).

It is an obligation of the guest to try to avoid the damage occurrence or its expansion and to contribute the effort to minimise any loss for the owner.

In case of filing of any complaints the guest is obliged to give an appropriate term to the owner to settle the complaint.

The guest`s departure from the villa before the end of the foreseen rent and without the previous notice and agreement with the owners, shall be at risk and costs of the guest, and the villa owners has no liability. If the guest does not leave an appropriate term to the object owner for the removal of irregularities related to the damage repair or move to another villa he/she loses right to them, and in that case he/she cannot terminate the concluded Rental Contract.

## 8. VILLA TECHNICAL EQUIPMENT

Villa Grappa contain all necessary devices, technical equipment and other conveniences which secure a pleasant stay to the guest. The owner is obliged to secure the proper function of all devices in the villa. In case of a non-function or failure of any of the devices the guest shall inform the owner about the occurred situation so that the owner can organise the repair and remove the failure as soon as possible. The owner is obliged to remove the reported failure within a reasonable period.

## 9. ACT OF GOD

In case that the concluded Rental contract cannot be fulfilled or its fulfilment becomes significantly difficult due to an act of god (e.g. war, natural disaster, environmental disaster, epidemics, closing of borders, strike and similar act of god) which could not be foreseen at the time of the rental contract conclusion, the owner may terminate the Rental Contract as he can not be deemed liable in the above mentioned cases.

## 10. FINAL PROVISIONS AND JURISDICTION

10.1. Villa Grappa is liable for giving accurate and complete, accurate and up-to-date information about the accommodation.

10.2. Each use of information or photos, published on the web page [www.villagrappa.com](http://www.villagrappa.com), including any partial or complete reproduction represents a breach of the copyright and it is legally forbidden.

10.3. In case of breach of provisions of this Rental contract the owners are obliged to terminate the Rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently within 2 (two) hours together with all the persons who stay there, and he/she is not entitled to demand a return of the paid accommodation price from the owner.

10.4. The contracting parties shall try to settle all possible disputes in an agreement. In case of any dispute the parties agree the jurisdiction of the competent Court in Rijeka and the application of the Croatian law.