

1. GENERAL TERMS AND CONDITIONS OF MAKING A RESERVATION

Thank you for your reservation. Please read the following General Terms and Conditions carefully.

By making a reservation, you confirm that you are aware of these General Terms and Conditions of Reservation and that you fully accept them. Therefore, everything that is mentioned in these General Terms and Conditions of Reservation becomes a legal obligation, both for the customer and for the G.S. USLUGE d.o.o. (hereinafter: G.S. USLUGE, or service provider, or accommodation provider).

The purchaser of services for the end beneficiary/customer – guest can be an agency or a tour operator, in which case the provisions of the general terms apply to them as the agents. All clauses of these General Terms and Conditions are the integral part of the lease, and by sending an inquiry for the reservation, you confirm that you agree with these conditions of reservation and use of accommodation services. In accommodation, rules of G.S. USLUGE apply, as well as house rules and usual practice in hospitality and catering industry.

Reservation and lease of the accommodation, as well as operation of G.S. SERVICE, are based on Croatian laws.

2. ACCOMMODATION RESERVATION AND PAYMENT

After making the initial inquiry for accommodation, you are considered a potential beneficiary of the accommodation service.

All records are kept under the name of the person (first name and last name for physical persons, company name for legal persons) first quoted on the reservation inquiry form, and that person is the 'holder of the reservation'.

The holder of the reservation (in case of a natural person) has to be older than 18 and authorised by other persons named on the inquiry form to fulfil the reservation in their name. By fulfilling and sending the application for the reservation, the holder of the reservation confirms that he/she has been authorised for making the reservation in the name of all the persons named on the inquiry form and that they agree with that, as well as that they are bound by terms and conditions of the reservation. When making a reservation, the holder of the reservation has to provide all the information required by the reservation procedure.

The holder of the reservation is responsible for all payments (payment of an advance and of the remaining amount). Application for the reservation is considered to be any open inquiry sent to the service provider in any written form of communication (regular mail, e-mail etc.). Reservation of accommodation for a specific time period is considered valid only after a written confirmation by the service provider and the receipt of the advance payment specified in the quote, with the reservation confirmation sent by the service provider. If the reservation is made electronically, it is valid upon the credit card authorisation. The holder of the reservation is bound to pay the remaining amount not later than on the last day of the stay, with mandatory credit card authorisation or with cash payment. You can send your confirmations by e-mail.

The reservation confirmations received by the maturity date of the advance payment will be considered provisional unless the quote states otherwise. If a copy of the advance payment is not sent by e-mail within a specified time, or if the credit card number is not submitted for authorisation, the quote will automatically be considered as expired option.

A reservation becomes valid after the advance payment or submission of the required credit card information, and after a written confirmation of the reservation by the service provider. By making an advance payment and/or accepting the quote of the service provider, you accept these General Terms and Conditions as a legal and formal contract. The contract will be considered formally and legally concluded even without the advance payment and submission of credit card elements as guarantee if the purchaser of the reservation, after his/her inquiry, receives the answer from the service provider and sends a written confirmation of the reservation for himself/herself or on his/her behalf for others.

In the formal and legal sense, the responsibility is always with the holder of the reservation and cannot be transferred to the persons for whom he/she makes the reservation.

Reservations are valid only after the advance payment, with submission of a copy of the payment, and with the confirmation of the reservation by the service provider. Until receipt of the total amount, the quote is considered provisional, and in case that by the expiry of the option the service provider does not receive the payment confirmation, the quote will be considered invalid and non-binding for the service provider.

Provisions concerning the advance payment from the previous paragraph can be replaced by the credit card authorisation, or by another written agreement between the holder/purchaser and the service provider (e.g. online booking etc.).

The documentation is sent to the guest in writing, by e-mail or regular mail (as agreed), and includes confirmation of the reservation and the contracted services, if the service was guaranteed by the advance payment. Written confirmation of the reservation should contain the number of the reservation, first and last names of the guest, and the information about the accommodation. Photos of computer screen (screenshots, printscreens) will not be accepted.

Reservations made by persons under 18 will not be taken into consideration. We reserve the right not to process an inquiry for a reservation without further explanations.

The service provider's duty is to take care of provision of the services and the rights and interests of a beneficiary/guest, according to good practice in tourism. The service provider will fully complete all of its obligations according to its standards, in good faith and with due professional care, in accordance with the rules of the trade, except under unexpected conditions.

3. CANCELLATIONS

If the guest wishes to cancel the reservation, he/she can do so in writing, by registered mail or by e-mail. In each case, the cancellation will be accepted only if it is made by the holder of the reservation. The guest will be charged according to the cancellation charge list, depending on the date of reception of the cancellation notice by the service provider.

The cancellation charges are as follows:

- 8 days prior to the guest's arrival – no cancellation fee; advance payment refund decreased by recovery costs
- 7 to 0 days prior to the guest's arrival – we keep the full advance payment
- no-show – 100 % of the total accommodation cost according to the quote/reservation

In case that the guest fails to arrive to the reserved accommodation by 8 p.m. on the day of the beginning of the service, without previously having notified the service provider, the reservation will be considered cancelled and the charges will be calculated according to the above. In case that the actual charges exceed the above mentioned, the service provider reserves the right to a compensation of the actual charges.

If the guest decides to leave the accommodation before the expiration of the reserved period, he/she will not have the right to a compensation or refund.

4. CHANGES MADE BY THE GUEST

If the guest's journey has been prevented, he/she has the right to transfer the reservation to a third party or to another period. However, in this case, the guest has to inform the service provider at least 8 days before the intended arrival. The guest is responsible for the full cost of the requested services until the service provider receives a written confirmation of responsibility transfer by the third party.

5. OTHER CHANGES

If the guest wishes to make a change in the already confirmed reservation, he/she has to notify the service provider in writing as soon as possible. The service provider will try its best to satisfy the guest's wishes according to current possibilities and without any prior guarantee.

6. PAYMENT BY CREDIT CARD

Credit card will be charged for the amount expressed in Croatian kunas. By using the online booking system, the selected services can be paid by credit cards accepted by the service provider.

7. ARRIVAL TO AND DEPARTURE FROM THE HOTEL ROOM

This is defined in the service provider's house rules, which can be found in each room and in the lobby of the accommodation facility.

8. SOJOURN TAX

According to the Croatian Sojourn Tax Act, the guest has to pay the sojourn tax along with the payment for the accommodation service. The final amount of the sojourn tax is charged according to the terms for each individual reservation depending on the number of persons, their age and the period of stay, and has to be paid at the same time as the final amount of the accommodation service. The sojourn tax is not included in the accommodation price.

9. RESPONSIBILITY OF THE SERVICE PROVIDER

The service provider will not be held responsible for the death, illness or injury of any person in the accommodation facility, outside the coverage of the insurance company, unless the same has been caused by the service provider or its personnel by gross negligence.

The service provider will not be held responsible for the loss, interruption or delay due to any cause outside of our control, including but not limited to the force majeure, sanitary problems, natural disaster, explosion, storm, fire, accident, war or threat of war, civil disorder, terrorist action, restriction, local law or any other measures and interventions of state or local authorities, strike, prohibition of entrance or other industrial actions or interruptions, death or illness of the service provider etc.

In case of release from the obligation of fulfilment, the responsibility of the service provider is limited only to the refund of the amount paid to the service provider regarding the reservation.

The service provider will not be held responsible for a complaint related to malfunctioning of mechanical and other equipment in the accommodation unit, e.g. water heater, heat pump, etc., or for interruptions in the utilities sector (electricity, water, gas etc.).

The service provider will not be held responsible for noise or disturbance that come outside of the limits of the property or which are out of control of our staff.

The service provider will not be held responsible for events outside of its control, such as bad weather, delays of other transportation service providers, malfunctioning of kitchen appliances, injuries caused by improper use of equipment and disregard of instructions, as well as for damage intentionally caused by the customer.

10. PRICES

The price of the accommodation includes the basic service as described in the valid price list at the moment of the reservation confirmation, i.e. as described in the quote.

Special services are those that are not included in the accommodation price (in the description they are listed as "by agreement", or other services provided after a previous announcement) and therefore have to be paid separately by the guest. These services have to be requested in advance.

Valid service price is mentioned in the quote obtained by online booking system or from the service provider. Contracted services cannot be combined with other promotional offers or packages, unless agreed otherwise. In case of any changes or departures from the reserved services, regular prices will apply.

Accommodation prices stated in euros are informative and the bill is issued according to the price list in Croatian kunas. The service provider reserves the right to change the listed prices with regard to possible changes of the exchange rate or other circumstances. To the guests who made the advance payment for certain reservations, the service provider guarantees the price of the accommodation listed in the quote based on which they made the advance payment. If the reserved accommodation unit is occupied by more persons than has been indicated on the reservation confirmation, the service provider is entitled to deny the service to the unannounced guests, or to accept all the guests with the additional on-the-spot payment for the services.

No refund is available for unused services. We reserve the right to refuse, cancel or change a reservation in case of misuse of the reservation system or obvious mistake by the beneficiary.

11. CHANGE OF PRICE

The service provider reserves the right to change the prices in case of change of the currency exchange rate with respect to the day of the publication of the prices (0.5 % or more), and in case of change of the business partners' tariffs. The service provider can inform the guest about the price change in writing or orally. The guest has the right to cancel the journey without paying the cancellation charge if there comes to a price increase of more than 10 % with respect to the contracted price, not later than 48 hours from the received written communication. If the guest does not cancel the service, in person or in writing, within the mentioned period, it will be assumed that the guest has agreed to the price change.

12. CATEGORISATION AND DESCRIPTION OF SERVICES

The offered accommodation units are described according to the official categorisation by the competent institution in the Republic of Croatia, and upon inspection of the actual state of the accommodation at the time of publishing. In certain places and countries, standards of accommodation services, food and other services differ and are not comparable.

The service provider does not take any responsibility for oral or written information which is not in conformity with the description of services and facilities in the published programmes, and which is obtained from a third person.

13. CHANGES AND CANCELLATIONS BY THE SERVICE PROVIDER

The service provider reserves the right to change the reservation or the method of provision of services at any moment, if circumstances arise which are out of his control, which cannot be predicted, avoided or postponed. The confirmed accommodation unit may be replaced by the accommodation unit of the same or higher category with keeping the same price which was valid at the time of confirmation of reservation and a timely notice to the guest about the change. In cases where replacement accommodation cannot be found, and the reservation has been paid in advance, the service provider reserves the right to cancel the reservation and refund the entire amount paid.

The guests are required to have valid personal travel documents in their possession. If the guest holds invalid documents, due to which he has to give up travel, thus causing further damage to the service provider, the guest is obliged to compensate for such damage. If, during the travel, his travel

documents are lost or stolen, the guest himself bears the costs of issuance of new documents. The service provider is not responsible for the decisions of the customs and police and other authorities preventing the guest from entering a particular country (the guest is obliged to check whether a visa is required for entering the country of destination or the neighbouring countries).

14. FOREIGN-EXCHANGE AND CUSTOMS REGULATIONS

The guests are obliged to comply with foreign-exchange and customs regulations, as well as with the acts and the secondary legislation of the Republic of Croatia and other countries through which they are passing.

15. GUEST'S OBLIGATIONS

The guest is obliged to take care to personally fulfil the conditions envisaged by the regulations of the Republic of Croatia, and to follow house rules at the accommodation facility and cooperate with the representative of the service provider in good faith.

The guest is obliged to keep the property, as well as all the furniture, decoration, equipment and the environment in the same state and condition as at the beginning of service use.

The guest is responsible for any type of damage and is obliged to compensate for it (for the damage to items at the accommodation facility according to the effective price list).

The guest is liable for the damages caused by him, especially for damages arising as a consequence of infringements of the contract and these General Terms. The guest will immediately answer for the damages caused by him, in the manner determined by the service provider.

16. SOCIAL EVENTS AND SIMILAR

If the guest intends to organise an event (a birthday party, a wedding, a cocktail party, a dinner, a business meeting and so on) at the accommodation facility, he must first request permission from the service provider. Larger events have to be announced before the arrival, and they may be connected with additional costs which are determined by the service provider.

17. PETS

Bringing along and keeping pets at the service provider's facility is not permitted.

18. ADDITIONAL SERVICES

The payment for such services is agreed from case to case. The service provider takes no responsibility for additional services by other providers. The guest has to timely announce all additional services (that he wants to use) to the service provider.

19. SECURITY AND VALUEABLES

The service provider's insurance policy covers the items owned by the guests inside the apartment up to the value of HRK 30,000.00, and in service rooms up to the value of HRK 3,000.00.

The insurance also covers the guests' personal papers and documents, inside the apartment up to the value of HRK 4,000.00, or in the safe (in the apartment) up to the value of HRK 5,000.00.

The claims upon an insured event are determined and paid according to the rules and conditions from the applicable insurance policy.

The loss of property or theft is reported to the service provider and the competent police station.

20. RESOLUTION OF COMPLAINTS

If the guest finds the performance of services from the quote to be substandard, he can require proportional indemnity by making a complaint. Each guest is entitled to make a complaint due to an unperformed service that he had paid for. Each guest - holder of a confirmed reservation, makes his complaint individually.

The guest is obliged to immediately make a complaint with respect to the service he considers inadequate by using the indicated contacts of the service provider (the contacts indicated in the quote and/or these General Terms).

The guest/user is obliged to cooperate with the staff of the service provider in good faith to remove the causes of the complaint. If the guest fails to accept the solution or an indemnity in respect of the matter of the complaint offered to him by the staff of the service provider, the service provider is not obliged to consider any additional complaints.

If, after he was offered a solution or indemnity in respect of the matter of the complaint by the staff of the service provider, the guest still thinks that he is entitled to another complaint, he is obliged to make a complaint in written form (together with any vouchers, documents and photos which prove the grounds of complaint), by using one of the following methods: by e-mail to the address info@cilindar-apartments.com or by regular mail to the address G.S. USLUGE d.o.o., Ivana Česmičkog 16, HR-10000 Zagreb, within 28 days after the check-out from the accommodation facility at the latest. Only completely documented complaints that have been received before the specified deadline will be taken into consideration and acted upon. The service provider is obliged to acknowledge the receipt of the complaint in writing without any delay.

The service provider is obliged to issue a written decision concerning the complaint within 15 days from the receipt of the complaint. The service provider may extend the time period for the resolution of the complaint on account of gathering information and checking the allegations of the complaint at the service provider's by a maximum of additional 15 days. The service provider will only act upon such complaints whose cause could not have been removed at the place of service use. Until the issuance of the service provider's decision, the guest refrains from using mediation by any other person, arbitrator, or court, as well as from providing any information to the media.

The highest compensation based on a complaint may reach the amount of that part of the services the guest has complained about, and may neither include the already used services nor the entire price of the service.

21. STATEMENT ON THE PROTECTION, COLLECTION AND USE OF PERSONAL INFORMATION

The service provider obliges to protect the privacy of all guests. All information concerning the guests are strictly confidential and accessible only to employees who need to use those information for the performance of their duties. All employees of the service provider and its business partners are responsible for observing the privacy protection principle.

Although it uses adequate security technology, the service provider accepts no responsibility for any harmful content, spyware or viruses which circulate the Internet. The user of this website is obliged to acquire and use his own anti-virus software for the protection from harmful content or data loss.

The user of this website agrees that the service provider is not to be held responsible for any data transmission errors, or any interruptions and delays in telephone traffic and on-line data transmission, Internet access interruptions or failure, or electric, electronic or computer problems of any kind.

The service provider's website is public and accessible to all, and the service is provided based on availability. We disclaim any liability for any direct, indirect, accidental, special or financial damages, including the loss of profit, which can result from the ability or inability to use this website.

The service provider reserves the right to change any information specified herein. Any changes will be immediately accessible to users on this website.

22. FINAL PROVISIONS

The guest and the service provider will make efforts to settle any disputes amicably, and, failing this, they agree on the jurisdiction of the Zagreb court. The applicable law will be the Croatian law.

These General Terms of Accommodation Reservation are an integral part of the contract which the guest concludes with the service provider.

By payment of an advance or by written confirmation of accommodation reservation the guest or groups of guests, natural or legal persons, who performed the reservation, fully accept these Terms. The General Terms may be found at the service provider's premises and on the service provider's website.

G.S. USLUGE d.o.o. - „CILINDAR apartements“

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