

General terms and rental conditions

The following conditions define the contractual relationship between the owner of a holiday house or apartment - hereafter "proprietor/proprietress" and the renter - hereafter "tenant". The holiday house or the apartment are referred to as "object" in the following.

1. Contract conclusion and content

1.1 The proprietor/proprietress and the tenant are the contracting parties of the rental agreement. The contractual basis - in the following also referred to as "booking" – consists of the written booking confirmation, the object description on the website www.bestofcroatia.eu at the time of booking as well as these rental terms.

1.2 The proprietor/proprietress agrees to provide the services stated in the contract and according to the law, in particular to provide the tenant with the object for the agreed usage during the booked period.

1.3 The object will be rented to the tenant for the booked period. The tenant agrees to use the property exclusively for personal vacation purposes and with no more than the maximum number of people stated in the booking.

1.4 *Best of Croatia* represents the proprietor/proprietress as an intermediary during initiation and conclusion of contracts as well as during their change, cancellation and termination. *Best of Croatia* will furthermore undertake tasks regarding settlement and dispatch of travel documents.

2. Payment

2.1 The tenant commits himself to pay the agreed rental rate plus additional charges and potentially a deposit.

2.2 The proprietor/proprietress may require a deposit of a maximum amount of 1/3 of the rental price. Further details can be found in the booking confirmation.

2.3 Without full payment the tenant is not entitled to the booked services. The proprietor/proprietress may refuse to hand over the object at the beginning of the rental period.

2.4 The agreed total rental charge includes a fixed fee for all utility charges (i.e. for electricity, heating and water). If the contracting parties have explicitly agreed to a consumption-based billing or additional services (i.e. bed linen, final cleaning, firewood), as their utilization is optional to the tenant, these costs have to be invoiced separately.

3. Travel documents

If nothing else is agreed upon in the booking, the tenant will receive the travel documents, containing information about arrival, key handover and more; after the deposit has been transferred.

4. Deposit

4.1 Unless otherwise agreed upon, the proprietor/proprietress may require a deposit as a provision of security at the tenant's arrival.

4.2 The proprietor/proprietress is obliged to repay the deposit after the tenant has returned the key(s) at the end of the rental period. Potential incidental costs will be charged. The same applies to damages to the object, for which the tenant is responsible.

5. Changes

5.1 Any change requests by the tenant (i.e. regarding the duration of the lease or the number of co-travelling persons) will be considered agreed with the receipt of the proprietors/proprietresses written confirmation.

5.2 Up to the arrival the tenant can replace his/her participation by a suitable third party. This requires a written notice to the proprietor/proprietress, which contains the name and address of the substitute person. The tenant remains liable until the substitute person declares that he/ she guarantees to be responsible for all contractual obligations of the tenant to the proprietor/ proprietorress.

5.3 In case of changes in performances or services, the proprietor/proprietress will notify the tenant immediately. If the changes are not only minor, the tenant is allowed to withdraw from the contract within 10 days by a written notice to the proprietor/proprietress, without being charged.

6. Withdrawal

6.1 The tenant can withdraw from the contract up to the date of arrival by giving a written notice to the proprietor/proprietress. For this purpose, the date on which the request is received by the proprietor/proprietress shall be the relevant date

6.2 If nothing else is agreed upon in the booking , the following general costs of cancellation apply:

30% of the rental price for a withdrawal made up to the 56th day prior to the arrival

40% of the rental price for a withdrawal made between the 55th and 42nd day prior to the arrival

50% of the rental price for a withdrawal made between the 41st and 28th day prior to the arrival

60% of the rental price for a withdrawal made between the 27th and 14th day prior to the arrival

70% of the rental price for a withdrawal made between the 13th and 7th day prior to the arrival

80% of the rental price for a withdrawal made less than 7 days prior to the arrival, or for non-appearance without a withdrawal.

6.3 The tenant is at liberty to prove that the proprietor/proprietress has not experienced any or a substantially smaller damage. This can often be assumed, if the object was rented for the same period and at the same conditions by another party.

7. Force majeure

This rental agreement may be terminated by either party, if on conclusion of the agreement its fulfilment is considerably impeded, compromised or impaired due to: Unforeseeable force majeure. Both the contractual parties shall be exempted from their obligations. However, they must reimburse the services provided by each party already.

8. On-site and after the trip

8.1 If nothing else is agreed upon in the booking, the object is provided by the proprietor/proprietress on the day of arrival at 2:00 pm (local time) in the condition agreed upon. If the tenant should arrive later than 6:00 pm (local time), the proprietor/proprietress should be informed in advance. At the end of the rental term, the property must be vacated not later than 10:00 am.

8.2 If not otherwise determined in the booking, the tenant is obliged to take responsibility for the cleaning of the object. The object must be left clean-swept and locked at the end of the rental period. Previously, the following tasks have to be done: removal of the sheets, dish washing and emptying the wastebaskets and rubbish bins.

8.3 The object may be inhabited with the maximum number of persons mentioned in the confirmation. The proprietor/proprietress is at liberty to reject additional people.

8.4 Animals, especially cats and dogs, may only be held or temporarily kept at the object with the explicit permission from the proprietor/proprietress. The authorization shall apply only to the individual case. It can be revoked if inconveniences occur. The tenant is liable for all damages caused by the animal(s).

8.5 The tenant is obliged to show consideration for other residents and neighbours. The tenant is also obliged to comply with an instructions booklet of house rules, if available.

8.6 After returning from the trip the tenant may demand a reduction of the rental price from the proprietor/proprietress (complaint), if services, despite undertaken improvements, were not provided according to the contract and the tenant did not culpably omit to notify the proprietor/proprietress of the defects immediately (without undue delay). The written complaint must be received by the proprietor/proprietress within one month after the rental period.

9. Obligations of the tenant

9.1 The tenant agrees to treat the object together with its inventory with the greatest care. The tenant is liable to pay compensation for the damage to furnishings, rented premises or the building itself as well as to any facilities belonging to the rented premises or the building, if and insofar as it has been culpably caused by him, his companions or his visitors. The tenant is obliged to immediately notify the proprietor/proprietress or its designee contact (property management) of ensuing damages inside the rented premises unless the tenant himself/herself is not obliged to remove those damages. The tenant is liable to pay compensation for consequential damages, caused as a result of no notification being given at all or not being given on time.

9.2 It is not allowed to throw or pour waste, ash, harmful liquids and the like into porous plugs, sinks and and/or toilets. If by non-compliance blockages occur in the sewage pipes the polluter bears the cost of repair.

9.3 In the event of malfunctions of facilities and installations of the rented property, the tenant himself/herself is obliged to do everything reasonable that can contribute towards remedying the failure. The tenant is obliged to immediately notify either the proprietor/proprietress or a property manager (if appointed) about defects in the rented object. In case of omission, the tenant loses his/her claims due to non-fulfilment of contractual services (in particular claims to rent reduction).

10. Cancellation

10.1. The proprietor/proprietress can withdraw from the contract before or after the beginning of the rental period without observing a notice period, if, despite previous warnings, the tenant fails to make the payments within the time limits laid down. The same applies if the tenant is acting contrary to the contract to such an extent that the proprietor/proprietress cannot be reasonably expected to continue the contractual relationship. In this case the proprietor/proprietress can claim the costs of cancellation from section 6 of these general terms.

10.2 Moreover, the contract can be terminated by both the tenant and the proprietor/proprietress, if on conclusion of the agreement its fulfilment is considerably impeded, compromised or impaired due to: Unforeseeable force majeure. Both the tenant and the proprietor/proprietress shall be exempted from their obligations. However, they must reimburse the services provided by each party already.

11. Liability of the proprietor/proprietress

11.1 The proprietor/proprietress is liable for the accuracy of the description of the rented property and is obliged to provide the contractual services properly and maintain those services throughout the rental period. The proprietor/-proprietress is not liable in accordance with § 536 BGB. The liability of the proprietor/proprietress for damages in tort is excluded, unless they are based on an intentional or grossly negligent breach of duty by the proprietor/proprietress or his assistants. The proprietor/proprietress is not liable in cases of force majeure (for example, fire, flood, etc.).

11.2 The proprietor/proprietress is liable for the careful selection and control of the key holder and other persons or businesses entrusted with the object.

12. Written form requirement

Secondary agreements, changes and supplements to the contract as well as to any other legally relevant declarations, need to be confirmed in writing.

13. Court of jurisdiction

In the event of a legal dispute the court of jurisdiction shall be the seat of the defendant party.

as of October 2015