

Casa Famiglia Rental Terms

By checking the Acceptance Box during the online reservation (booking) process, the Guest accepts these Rental Terms and agrees to be bound by the Rental Agreement and any amounts payable hereunder. The Rental Agreement shall enter into force when the guest receives the written Confirmation of Reservation from the Owner by email.

Rental Premises: Casa Famiglia, Rebici 35, 52207 Barban, Hrvatska (herein as: “Villa”)

- Description and its facilities provided available at: casafam.eu

Rental Agreement: Rental Terms jointly with Confirmation of Reservation received from the Villa Owner via email

Owner: Dragon & Hare d.o.o.

Vrbik 10b, 10000 Zagreb, Hrvatska

OIB: 62655178409 (herein also as: “Owner”, “we” “our”)

Contact Information :

Frank Valenta

Mobile & WhatsApp +385 91 504 3309

frank@casafam.eu

Natalie Daviault

+385 91 635 6356

natalie@casafam.eu

Guest: tenant who made booking reservation, including all the guests registered for stay in the Villa (herein also as “Guest” “Guests” “you” “your”; Owner and Guests jointly as “Parties”)

- **Maximum overnight occupancy:** 11+1 guests (over two years of age); extra beds are not available
- **Minimum age of booking guest:** 25 years. Adults may not rent on behalf of underage guests. Minor guests must be accompanied by a parent. If the majority of Guests are 25 years or younger, they are considered a Youth Group and are obligated to inform the Owner immediately after booking of the exact number of guests and their ages. In this case, the owner may require payment of an additional security deposit.

Payment Terms:

- **50% deposit due within 7 days of receipt of the written Acknowledgement of Booking via email by the Guest from the Owner.** Upon receiving the payment, we will provide a Confirmation of Reservation via email. If payment is not received within 7 days of written Acknowledgement of Booking via email by Owner, the Rental Agreement is deemed terminated.
- **Balance due 30 days before CHECK-IN**
- **Payments can be made online** as part of the booking process. Owner uses level 1 certified PCI-DSS encryption provided by www.mollie.com to accept online payments by major credit card, Pay Pal and bank transfer.

CANCELLATION & REFUNDS:

- 100% refund (minus 3% fee) for cancellations more than 30 days before CHECK-IN-DATE
- 50% refund (minus 3% fee) for cancellations less than 30 days before CHECK-IN-DATE
- No refund for cancellations less than 14 days before CHECK-IN-DATE
- No refunds for early departures or late arrivals
- 100% refund (minus 3% fee) for cancellations due to documented government travel bans imposed before CHECK-IN DATE

ARRIVAL & STAY

- CHECK-IN: after 16h
- Guests are obligated by the Croatian law to provide the Owner with official **identification documents** containing required personal information of each Villa Guest for registration with the National Tourist Board (HTZ). Guests that refuse to provide identification may be denied access to the Villa without possibility of refund.
- If Guests notice a lack of cleanliness, damages, or have any other complaints, Guests agree to report it to the Owner without undue delay. Following complaint, the Owner will seek to remove the cause of complaints as soon as possible. No refunds are available due to appliance, hot tub, wifi or TV service failure.
- A **security deposit of 1,000 EUR in cash** is due at CHECK-IN. We will provide you a receipt and will refund the full amount in cash after inspection at CHECK-OUT if the Villa has not been damaged.
- Guests agree to maintain the Villa property in the same condition in which it was found, reasonable wear and tear excepted.
- Since the Guests have the responsibility to leave the Villa in the state in which they found it, Guests will report any damage to the Villa or property to the Owner without delay.
- Guests agree to replace or pay for losses, breakage or damage to the Villa and/or its inventory/furniture/appliances ("**Villa property**") inflicted by Guests or others who were granted access to the Villa by the Guests, including amounts exceeding the security deposit.
- During their stay, Guests agree to act in accordance with Villa House Rules at all times. We have prepared the Villa House Rules to enable all guests to enjoy their stay. The House Rules are included in Annex 1 hereof and form an integral part of this Rental Agreement.
- Perpetration of illegal activities on villa premises is cause for immediate termination of this contract.
- To the fullest extent permitted by law, Guests agree to assume all risk of personal injury and damage or loss to personal property during their stay.
- Guests agree to indemnify and hold harmless the Owner, its agents, and maintenance personnel from any liability for personal property or personal health of Guests, to the fullest extent permitted by law. In lieu of any liability resulting from a defect or failure in service of the Owner, the Owner will be held liable only for the service that is defective and will, in its own discretion, either provide a replacement or a refund.

CHECK OUT

- CHECK-OUT: before 10 AM
- Failure to check-out by 10 AM will result in a rush cleaning charge of 100 EUR
- Guest is responsible for emptying both fridges and returning keys and remote control for automated gate. Lost keys or remote will incur a charge of 25 (lost keys) and 250 (lost remote) EUR respectively.
- At the CHECK-OUT the Guests will jointly with the Owner check the Villa and provide accurate information regarding any incurred damages. In such cases the Owner has the right to charge for damages from the security deposit.

GENERAL

- If Guests violate any of the conditions of the Rental Agreement, including the House Rules, the Owner retains the right to terminate it immediately, and enter the Villa.
- Upon notice of termination of this Agreement, Guests agree to vacate the Villa within 2 hours; in such cases guests forfeit all payments made including the security deposit.
- The Parties will attempt to amicably resolve any dispute arising out of or in connection with this Rental Agreement. In case such negotiations prove to be unsuccessful within 30 (thirty) days, or any longer period that the Parties may agree upon in writing, any such dispute will be submitted to the competent Court in Zagreb, whereas the applicable law is Croatian.
- If any provision hereof would be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
- These Terms are written in Croatian language and translated into English and German for the convenience of Guests. In case of doubt regarding interpretation, the Croatian version shall prevail.
- In accordance with the provisions of the Consumer Protection Act, Guest is entitled to file a written objection to the service provided by the Owner to the following mail address: frank@casafam.eu, whereas the written response will be submitted no later than 15 days of receipt of the written complaint.
- The Rental Agreement shall not be assigned or Villa sublet without written consent of the Owner.

PERSONAL DATA PROTECTION

- For the purpose of performance of this Rental Agreement and compliance with Owners' legal obligations (such as Guest registration with the competent bodies), Owner will process certain personal data of Guests in line with the applicable personal data protection legislation. For more information about said processing please see our Privacy Notice available at casafam.eu (the "Privacy Notice"). By accepting these Rental Terms during the online reservation process, the Guest confirms that they have read and understood the Privacy Notice.

In Zagreb, 19 August 2021

Annex 1

Casa Famiglia HOUSE RULES

- Maximum overnight occupancy: 11+1 guests over two years of age; no extra beds available
- The number of guests in the Villa and its property cannot be higher than the number registered, without previous permission of the Owner in writing
- It is forbidden to set up tents, trailers or campers on the Villa property
- Unless otherwise agreed, the Villa may not be used for any purpose other than a holiday
- The Owner cannot be held responsible for noise emanating from the surroundings. If the Villa Owner is able to lessen such noise he will do so as soon as possible
- An outdoor gas grill is available for your use and enjoyment. Guests who use the grill must clean it and turn off the gas after use
- Children of all ages are welcome: an infant cot can be provided upon request at no charge. Do not leave children unattended (especially near the pool or grill)
- Pets are welcome. Pets are not allowed on the furniture, in the pool or fountain. Guests are responsible for cleaning up after their pets (even in the garden). Failure to do so will result in additional cleaning charges of 100 EUR.
- Smoking is not allowed in the house; please dispose of all butts in the outdoor ashtrays provided; smoking inside the house will result in an extra cleaning charge of 250 EUR.
- While celebration is an important part of every vacation, please be respectful and considerate of neighbours and property that has been provided for your enjoyment; wild parties are not allowed. Quiet time extends from 1:00 to 7:00 o'clock.
- Please dispose of recycling in the coloured bins inside the gate according to the instructions provided and dispose of trash and perishables in the green bin outside the gate
- Please do not remove towels, furniture or sporting goods from property to bring to beach
- Please do not flush diapers or feminine hygiene products down the toilets
- To avoid tracking dirt and dust into the house and scratching the floors, please do not wear outside shoes inside the house
- To avoid broken glass in the pool and hot tub, please use only the provided plastic cups for drinking in and around the pool and hot tub
- Please rinse off sunscreen at the outdoor shower before entering the pool and hot tub; note that the pool may not be usable out of the summer season
- The Villa property is professionally cleaned before your arrival; additional cleaning is available upon request during your stay for a supplementary charge
- Staff has your permission to access the property during your stay to maintain or effect emergency repairs as required; staff will notify you before entry
- Do not light campfires: dry Istria presents a great bushfire risk; making fires is subject to immediate fines by the authorities
- While on the Villa property, you are not allowed to disturb public order and peace

We wish you a pleasant stay!