

# General Conditions of Accommodation Rental

## General Conditions of Accommodation Rental in Vineyard Cottages

### 1. Subject to General Conditions of Accommodation Rental

General Conditions of Accommodation Rental in Vineyard Cottages (hereinafter referred to as General Conditions of Accommodation Rental) define the rental conditions and usage of accommodations in the ETRIPS System offer in accordance with published information and these General Conditions of Accommodation Rental, unless other conditions of accommodation rental are stated at individual accommodations.

### 2. Reservation Conditions

An accommodation can be rented or reserved given that it is available and there have been no other reservations made for this accommodation. Reservation can be completed through an inquiry via email and telephone. At reservation guest shall provide all the data required by the reservation procedure and pay the reservation amount according to the mode of reservation. The remaining part of the cost of stay and additional services, if not agreed otherwise at the reservation, should be paid before the beginning of the stay at the contracting party. Prices for rentals of less than 2 nights are 50% higher. During the Christmas-New Year holiday it is possible to hire for 3 nights minimum, the prices are higher.

#### 2.1. Reservation on inquiry

Reservation is ensured  
- after a received reply that the accommodation is still available and no other reservations have been made for it yet and

- after having received the data required by the reservation procedure and the payment of the reservation amount or after receiving an authorization for the use of credit card for the payment of the reservation and providing of its type, number, control number and validity of the card

**2.2. Cost of reservation:** down-payment of a part of the total cost of the basic service. The price of the basic service consists of the price of overnight stay to which, in case additional beds are needed, a surcharge for additional beds is added.

**2.3. Canceling reservations:** Cancellations must be advised to Kompas Novo mesto d.o.o. in writing. Per person cancellation fees apply as follows:

- 30+ days prior to commencement of service: 10% of total price
- 29-22 days prior: 20% of total price
- 21-15 days prior: 30% of total price
- 14-8 days prior: 40% of total price
- 7-3 days prior: 50% of total price
- Less than 3 days prior or "No show": 100% of total price

### 3. Terms of payment

The intended cost of stay, tourist tax and ordered additional services should be paid before the beginning of stay at the contracting party or at the accommodation provider, if not agreed otherwise at the reservation. The down-paid amount for the reservation is then deducted from the intended total cost to be paid.

### 4. Method of payment

The possibility of payment card and by bank transfer.

### 5. Tourist Tax

Guest is obliged to pay the tourist tax at the same time as the accommodation is being paid for.

The cost of the tourist tax is determined according to the place of stay. Children from 7 to 18 years of age are entitled to 50% discount and children under 7 years of age do not have to pay for the tourist tax.

### 6. Accommodation price

The rental price includes welcome, bed-linen, towels, kitchen cloths, electricity, gas, weekly change of bed-linen, towels, kitchen cloths and final cleaning, unless agreed otherwise at the reservation. Additional services not included in the price of the accommodation rental are charged according to the valid pricelist at the contracting party or accommodation provider.

The prices are published in Euros. The System Holder and contracting parties reserve the right to change the published prices. Guests whose reservation has already been confirmed shall pay the price valid at the time of reservation confirmation.

For some cases of rental conditions of stay that differ from these General Conditions of Accommodation Rental may be agreed.

### 7. Guest's right to change or cancel reservations

All changes regarding the reservation (number of persons, date of arrival/departure) should be communicated in written form (via email, fax or by post).

In case of cancellation of reservation due to *force majeure* the guest is obliged to send a written formal confirmation about the event. In such case the administrative costs in connection to the reservation shall be calculated and charged however the costs will not exceed the amount of 25% of the intended total cost of stay.

### 8. Holder's right to change or cancel reservations

The Holder reserves the right to change reservations in case of exceptional circumstances that are not possible to be foreseen or avoided. In such cases the Holder reserves the right, after prior notice of the guest, to change the reserved accommodation with a similar one of the same or better quality for the same price confirmed at the original reservation.

In case the change of the reserved accommodation is not possible, the Holder reserves the right to cancel the reservation and ensures the guest to be reimbursed with the whole amount paid for the reservation. In addition, the guest shall be informed about accommodations that are not included in our offer.

#### **9. Obligations of Holder**

The Holder undertakes to perform the services to the guests of the System properly and maintain concern for their rights and interests.

The offer shall include accommodation providers with categorized accommodations. Data and photographic material are provided by the accommodation providers and for which they are as well liable.

#### **10. Obligations of guests**

Guests shall be obliged to:

- hand over documents in relation to the confirmation and payment of the reservation
- deliver valid travel documents
- respect the house regulations in the accommodation and consider host's instructions
- handle the inventory in the accommodation with care

In case of disrespect of the above obligations the guest is liable for all damages and shall bear the costs in connection to this.

The guest is liable to settle the costs of the possible damage he/she has caused in the accommodation to the accommodation provider or to the host at departure.

#### **11. Guest's arrival**

Guests' arrivals take place from 2 pm to 6 pm, if there has been no notice from the guest to arrive at another pre-appointed time or unless agreed upon otherwise.

If the guests do not reach the reserved accommodation up to 6 pm and the time of arrival has not been pre-appointed, it is considered that the reservation is cancelled and the costs of reservation cancellation are then calculated according to the Reservation Conditions.

#### **12. Guest's departure**

Up to 10 am, if not agreed otherwise with the accommodation provider or with the host. Otherwise the guest shall pay an additional day of stay.

#### **13. Luggage**

The System holder is not liable for any damaged, destroyed or lost luggage as well as not for the luggage and valuables from the accommodation. Lost luggage and theft may be reported to the accommodation provider or host or at the police station.

#### **14. Reclamations**

Guest shall report reclamation to the accommodation provider or host on the same day as irregularities have been found in written form within 8 days after the finished stay at the latest. Otherwise, the provider is not obliged to take the reclamation into consideration. The guest is with good intentions obligated to cooperate with the accommodation provider or host to remove the causes of reclamations.

The guest shall enclose documents and photos proving the grounds of the complaint. The time limit for sending the reclamation is 8 days after the finished stay. The holder shall only examine reclamations that are complete and sent within the given time limit.

The holder undertakes to state a written opinion and a conclusion about the reclamations within 28 days. The holder shall only examine reclamations that have not been solved during the guest's stay.

Until the holder states its written opinion and conclusion about the reclamation the guest waives interferences of other persons (arbitrage, judicial bodies etc.) and forwarding of information to media.

The highest compensation in case of a grounded complaint equals the height of the amount of services stated in the reclamation and cannot include other used services that were not mentioned in the reclamation.

#### **15. Handing over of General Conditions of Accommodation Rental**

The Holder publishes the General conditions of Accommodation Rental on the web-site. The User by using the system accepts all obligations regarding these General conditions of Accommodation Rental.

With completing an on-line reservation the guest confirms by a click that he/ she is acquainted with these General Conditions of Accommodation Rental and that he/she fully agrees with these Conditions. Thus everything stated in these General conditions of Accommodation Rental is a legal liability as well for the Visitor as for the Holder and Holder's contracting parties.

#### **16. Validity of General Conditions of Accommodation Rental**

The User agrees that with the issuing of these General conditions of Accommodation Rental he/she has come to the knowledge of its contents and the method of renting an accommodation. Users shall be notified about every modification of the General conditions of use at least 15 days before coming into force by publishing it on the web-sites.