

1. GENERAL

Orvas acts as an owner or as an agent for the properties featured on our website www.sail-stay.eu

This contract incorporates all the conditions below.

2. MAKING A BOOKING AND PAYMENT

2.1 Once you have made a provisional reservation with us we will ask you to confirm your booking by e-mail or fax. This must be from the first named person on the booking ('the party leader'). The party leader must be at least 18 years of age and must be authorized to make the booking on the basis of these booking conditions by all persons named on the booking. By confirming the booking details with Orvas, the party leader confirms that he/she is so authorized and that all party members agree to be bound by the booking conditions.

2.2 The party leader is responsible for making all payments due to us. Once an invoice has been sent out from Orvas a minimum non-refundable deposit of 50% of the rental cost must be sent. A higher deposit may be required where additional terms have been imposed on us by the property owner. You will be notified of any unusual deposit conditions prior to confirmation by us of your booking. The balance of your booking must be received 35 days prior to your check in date at the villa, a reminder invoice will not be sent. If booking within 8 weeks of from check in date, the full cost of the villa must be paid at the time of booking. You may make a booking over the telephone or via our website www.sail-stay.eu Bookings received in this way are provisional and will be held for 5 days pending receipt of your deposit/full payment as applicable. If your payment is not received within 5 days the booking will automatically lapse.

2.3. If you wish to pay by credit card (VISA, MASTER CARD, AMERICAN EXPRESS AND DINERS) a 3% surcharge will be imposed on the total amount. Please fax through your card details to: ++385 21735 090. Please ensure you quote your booking reference number when faxing through the details. Alternatively you can call us with your card details on ++385 21 735 393 or fill in the credit card form and send it back to us by e mail. Bank transfer payments can be made in STERLING or EUROS. If you wish to pay by bank transfer please advise us which currency you wish to pay in.

2.4 Bookings cannot be accepted from parties of young people less than 18 years of age. We reserve the right to refuse a booking without any given reason.

3. CONTRACT

3.1 A contract between you, the party leader and the property owner will come into existence when you have paid a deposit (or full payment if booking within 8 weeks of From) and we accept your booking by issuing a written confirmation. Croatian Law

governs your contract and all matters arising out of it. Any disputes, claim or other matter, which arises out of or in connection with this contract, will be dealt with by the courts of Croatia only.

3.2 It is important that you check the villa confirmation you receive from us immediately on receipt. You must contact us straight away if any information appears to be incorrect as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 14 days of our sending it out.

4. PRICES

4.1 The price of your villa is based on villa prices known to us that are published on our web page: www.sail-stay.eu These costs may vary considerably between publishing and when you check into your villa. As a result, the price of your villa is subject to surcharge on the following items: government action, currency.

4.2 Many property owners will only accept bookings with a minimum stay of one week in June, July and August, sometimes in September.

4.3 Properties are let fully furnished and equipped. The price for all properties includes linen, electricity, hot and cold water. Occasionally there may be an additional charge for air conditioning/heating where available; you will be advised of this at the time of booking. Where there is a private pool, pool heating will incur an additional expense. Satellite/Cable television where available may not include access to all channels. If internet access is available it is generally assumed that the customer will bring their own laptop. Fax machine means a fax machine can be provided. Use of telephone/internet facilities must be paid for locally.

5. SECURITY DEPOSIT

5.1 A security deposit is required to cover the cost of any damages or breakages. The deposit will be collected on your From at the villa and is usually € 200 - € 500 per villa. For telephone use, internet access or other services a higher deposit may be required to cover eventual bills. You will be advised of this at the time of booking or if you decide on From that you wish to use additional services the higher deposit will be confirmed to you in resort. Please ensure you have this amount of money ready when you arrive otherwise entry into the property may be delayed until the deposit is produced.

5.2 The deposit is usually refunded as the end of your stay subject to an inspection of the villa for damage. In some instances, delays of up to 8 weeks in returning the deposit are caused due to awaiting utility bills or proof of damage, due to bank credit card free authorisation. No calls will be made to the owner to speed up the receipt of bills until 4 weeks after the return date.

6. OTHER CHANGES

If you wish to make other changes to your booking after it has been confirmed, you must notify us in writing as soon as possible. We will endeavour to assist you but

cannot give any guarantees. An amendment fee of Euro 50.00 per booking will be applicable along with any additional costs incurred as a result of the change. Car hire amendment only is subject to a Euro 30.00 amendment fee. If you wish to amend your booking within 42 days of To we may treat this as a cancellation. In this instance the charges as stated in the cancellation charge table in paragraph 8.1 will apply.

7. CANCELLATION

7.1 If you wish to cancel your booking you may do so either by writing to us, e-mailing us at orvas-hotels@orvas.hr ; stay@orvas.hr or faxed to ++385 21 735090. All Cancellations will take effect from the date received by Orvas. In all cases a cancellation will only be accepted from the party leader. If you do cancel, 50% of total amount (deposit payment) is non refundable in any situation, and 35 days before arrival other 50% payment is non refundable, too, when payed inside 35-or less days.

7.2 Cancellation charges are calculated as a percentage of the total villa cost. Depending on the reason for your cancellation, you may be able to re-claim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Orvas strongly recommends that you purchase travel insurance when booking your villa rental.

8. CHANGES AND CANCELLATIONS BY US

In the unlikely event that alterations and cancellations have to be instigated by us, we will inform you as soon as possible and if requested we will try to arrange alternative accommodation of a similar type, standard and location.

9. COMPLAINTS

9.1 If you have a problem whilst at your booked villa, please bring it to the attention of our local representative/agent/villa owner so that they have an opportunity to put it right at the time. If no representative/agent/villa owner is available in that area, please contact our Croatian office direct. Failure to alert us of any problem whilst you are in the villa will lead to a rejection of your complaint.

10. ARRIVAL AND DEPARTURE

Guests are expected to arrive after 16.00 pm Croatian time and to **depart by 10.00 am**. There may be slight variations to these times +/- one hour – you will be advised of the correct Arrival/Departure times for your property on your travel documentation. If your Arrival is outside these times, you have to inform us in the written form about this, as soon as you can, or if any unpredictable situation occurs, you have contact your contact person that is waiting for you as soon as possible. if you are arriving after 23.00 pm, you have to ask for our permission for this kind of late arrival-in some cases, late arrivals may be charged extra.

11. TRAVEL

11.1 The party leader is responsible for the parties taking with them correct travel documentation (passports and visas, driving licences, vehicle registration, green card, motor insurance etc).

11.2 It is very important that you secure your travel (e.g. flights) arrangements at the same time as booking a villa as Orvas cannot be held responsible for problems arising as a result of non-confirmation of your travel arrangements.

12. YOUR RESPONSIBILITIES

12.1 You must keep the property and all furniture, fittings, effects, facilities, equipment and grounds in the same state of repair and condition as at the commencement of your holiday, and in the same state of cleanliness and general order in which it was found. You will be responsible for any breakages, loss or damage to the property. Once again we strongly recommend adequate insurance cover to be made by yourselves and all party members. The property owner reserves the right to make deductions from the security deposit for any extra cleaning over the number of hours committed to Till cleaning, and to claim compensation for costs over and above the sum of the security deposit.

12.2 The parking of caravans/pitching of tents is strictly forbidden.

13. NUMBER OF PEOPLE USING THE PROPERTY

Only those persons named at the time of booking may use the property without prior agreement. The maximum number of people, including infants, allowed at the property may not be exceeded. The owner has the right to terminate the rental without prior notice and without refund if the numbers are exceeded.

14. ACCESS

The property owner or their representative shall be allowed reasonable access to the property to carry out urgent maintenance and/or inspection.

15. BEHAVIOUR

The person signing the contract is responsible for the correct and decent behavior of the party. Should you or a member of the party not behave in such a manner, the property owner or local representative/agent may use their absolute discretion and ask you and the party to vacate the property without refund.

16. ADDITIONAL SERVICES

Please give as much time as possible to organize additional services such as those mentioned in paragraph 5. Payment for such services is usually made locally (excluding car hire). We cannot accept responsibility for any extra services.

17. LINEN

Linen and linen change is included in all properties. It is advisable to take a beach towel and to check that cot linen is provided.

18. SWIMMING POOLS

Swimming pools are not open all year. Please check with us as to whether the pool is open or not. If pool heating is required then this is an extra charge that will be deducted from the security deposit (not applicable if swimming pool is part of a hotel complex).

19. SOCIAL EVENTS AND OTHER FUNCTIONS

Orvas acts as an agent for property owners for the private rental of a property. If you are intending to organise a private function (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from Orvas. Additional charges and/or increased security deposit may be sought at the owner's discretion.

20. SECURITY AND VALUABLES

Any valuables left at the property are left at your own risk. Neither Orvas nor the property owner is responsible for their loss. No refund can be given should you decide to vacate the property as a consequence of a burglary.

21. INFORMATION

21.1 While we make every effort to ensure that descriptions supplied are accurate, we cannot accept responsibility for errors contained therein or the results thereof. You must accept that minor differences between the photograph/illustration/text used and actual property may arise.

21.2 Property owners reserve the right to make modifications to the property specifications that are considered necessary in light of operating requirements. In the interest of continual improvement, property owners reserve the right to alter furniture, fittings, amenities, facilities or any part of any activities, either advertised or previously available without prior notice.

21.3 If material changes occur after your booking has been confirmed, we will advise you if there is time before Till.

22. PETS

Pets are not allowed unless with the explicit permission of the owner. The owner reserves the right to add a surcharge and/or increase the security deposit. Number of pets must be agreed prior to acceptance of booking.

23. ENVIRONMENT

23.1 Please be aware that many of our properties are in rural or isolated locations and as such you may encounter flora and fauna such as mosquitoes, wasps, ants, local dogs etc

as well as other environmental activities e.g. farming, drains etc. Some properties are located on non-surfaced roads.

23.2 Many of our properties are over 100 years old and some are listed. As a result the structure and safety may not have current safety and design features. Whilst Orvas makes every effort to give as much detail on each property as possible, including when it was built and whether or not it is suitable for children/people with walking difficulties, it may mean that the property may be less safe than a more recently designed/built property. Also - due to the rocky nature of the Croatian coastline some of our coastal properties may have steep approaches, many stairs and/or maybe perched on a rocky promontory. Whilst this provides a spectacular location it might not be suitable for certain types of customers and again every effort is made to advise you of this on the villa details.

23.3 Please note we cannot be held responsible for any building or road workings occurring near the property. We will endeavour to advise you of any work occurring should we be aware of it, but work can occur at any time without our prior knowledge.

24. OUR LIABILITY AND THE PROPERTY OWNER

24.1 Neither Orvas (as agent or the property owner) nor the property owner shall be responsible for the death of, or personal injury of any member of a booking party, or of any other person at the property unless this results from the proven negligence of the owner, Orvas or our employees.

24.2 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws or measures of any kind on the part of the government or local authority, strikes, lock-outs or other industrial actions or disputes or adverse weather conditions. In any case we shall be entitled to treat the contract as discharged.

24.3 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtrations systems, nor for the failure of public utilities such as water, gas and electricity.

24.4 Neither Orvas nor the owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond our control. In the event that a source of noise has been in existence prior to your From and we are informed of this, we will contact you to inform you of the disturbance.

24.5 We cannot accept responsibility for events out of our control e.g. bad weather including events arising as a result of very hot or unusual weather, delays caused by carrier companies, breakdown of domestic equipment.

25. WEBSITE LINKS

From time to time we may establish links from the Orvas website to other sites which we feel would be of interest to customers planning a villa holiday. Orvas would like to

make it clear that we are not responsible for the actions or content of these websites. It is your responsibility to check the status of these sites.

26. SPECIAL REQUESTS

We will endeavor to meet any requests you may have prior to travel but unfortunately we cannot guarantee them. Special requests do not form part of our contractual obligations to you and we accept no liability if they are not met.