

## **Please note:**

Each villa has specific set of requirements and rules and it is best to contact us to discuss them before booking. We offer a very personal service and we respond to emails within few hours (depends on the time zone you are writing from) and we give each of our clients our personal cell phone number to contact us while in Croatia in case of any problems.

### **1. MAKING A BOOKING AND PAYMENT**

1.1 Choose the property and contact us with your request. We will then provide the information on the availability and the exact cost of the requested services. We respond fast - within 12 to 24 hours from your initial contact. 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 Vis Villas and/or Navigator the party leader confirms that he/she is so authorized and that all party members agree to be bound by the booking conditions.

1.2 We recommend that you purchase travel insurance in order to avoid possible losses caused by reservation cancellation. If you would like to cancel your reservation and reschedule it for another period, we will do our best to satisfy your demands. If you would like to pass on your reservation to someone else, we will accept this under the same terms, provided we are informed about who the new guests are. Please make all requests related to your reservation in written form. By confirming your reservation after reading specific and paying the advance, you explicitly confirm that you are familiar with the general terms and conditions of the specific property, and that you accept them.

1.3 The party leader is responsible for making all payments due to us. Once an invoice has been sent out from Vis Villas and/or Navigator a minimum non-refundable deposit of 30% of the rental cost must be paid (depends on the property). 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 not less than **60 days prior to your arrival date** at the villa (depends on the property so please check with us). Please make a note in your diary to send the final balance to us by the date due. A reminder invoice will be sent. If final balance is not received on time we may impose an administration fee of € 50. Further your booking may be canceled by us in the event of late payment of the final balance. If booking within 10 weeks of arrival, the full cost of the villa must be paid at the time of booking. You may make a booking over the telephone at 004477 965 77 200 or 00385 98 812 645, via our website [www.visvillas.com](http://www.visvillas.com) or by e-mailing us at [navigator@navigator.hr](mailto:navigator@navigator.hr). Bookings received in this way are provisional and will be held for 5 days (2 days if traveling within 10 weeks) pending receipt of your deposit/full payment as applicable. If your payment is not received within 5 days the booking will automatically lapse.

1.4 Payment can be made via online banking or wire transfer to Vis Villas (Navigator d.o.o. as the owner of Vis Villas). If you wish to pay by credit card (Amex, Visa or Mastercard) a 5% surcharge will be imposed on the total amount. Please ensure you quote your booking reference number when faxing through the details. Alternatively you can call us with your

card details on 004477 965 77 200 or 0038598 812 645. Bank transfer payments can be made in EUROS or USD but the amount will be converted to local currency as that is the local law. If you wish to pay by bank transfer please advise us which currency you wish to pay in. Please pay all bank charges.

1.5 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.

## 2. CONTRACT

2.1 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 10 weeks of departure) and we accept your booking by issuing a written confirmation. Any disputes, claim or other matter, which arises out of or in connection with this contract, will be dealt with by the local courts only.

2.2 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.

## 3. PRICES

3.1 The price of your villa is based on villa prices known to us at the time our prices were published.

3.2 Some property owners will only accept bookings with a minimum of one week in July and August.

3.3 Properties are let fully furnished and equipped. The price of all properties includes reasonable use of 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.

## Terms and Conditions

### 1. GENERAL

Vis Villas (as part of Navigator d.o.o. Travel Agency) acts as an agent for the property owner of accommodation featured on our website. Your contract is with the property owner. This contract incorporates all the conditions below. Vis Villas is not a management company.

### 2. SECURITY DEPOSIT

2.1 A security deposit is required to cover the cost of any damages or breakages. The deposit will be collected on your arrival at the villa and is usually €200 - €1000 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 arrival 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.

2.2 The deposit is usually refunded at 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. No calls will be made to the owner to speed up the receipt of bills until 4 weeks after the return date. Should a refund of the security deposit be requested from Vis Villas London Office we will impose a € 45 administration fee.

### 3. VISA APPLICATIONS

Vis Villas are able to supply additional documentation in support of visa/other applications. An administration charge of £35 for up to 6 persons and € 80 for 7 persons and over will be charged for this service. Any postage/courier service required is charged at supplier rates and is additional to the above administration charges.

### 4. CHANGES BY YOU

If you are prevented from travelling, you have a right to transfer your villa to another person and or another date. However, you must tell us you want to do in writing more than 42 days before arrival. We will charge an amendment fee of € 50 per booking. You will also be liable for any additional costs caused by this transfer. Until we receive full payment, both you and the person taking your place are responsible for full payment of the villa. Please refer to paragraph headed 'Other Changes' with regard to villa transfer within 42 days of arrival.

### 5. 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 € 50 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 € 25 amendment fee. If you wish to amend your booking within 42 days of departure we may treat this as a cancellation. In this instance the charges as stated in the cancellation charge table in paragraph 6.1 will apply.

### 6. CANCELLATION

6.1 If you wish to cancel or part cancel your booking you may do so either by writing to us, e-mailing us at [navigator@navigator.hr](mailto:navigator@navigator.hr) or faxed to ++385 (0)2717787. All Cancellations will take effect from the date received by Vis Villas In all cases a cancellation will only be accepted from the party leader. If you do cancel you will have to pay cancellation charges. The amount you pay depends on the date we have been informed of the cancellation in writing.

The following cancellation charges apply:  
Cancellation 30% deposit is non-refundable

55-43	days	prior	to	villa	arrival	.....50%	of	total	cost
42-29	days	prior	to	villa	arrival	.....65%	of	total	cost
28-15	days	prior	to	villa	arrival	.....90%	of	total	cost
Less than 15 days prior to villa arrival.....						100%	of	total	cost

6.2 Cancellation charges are calculated as a percentage of the total villa cost. Cancellation charges exclude amendment charges which are non-refundable in the event of your cancellation. 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. Vis Villas strongly recommends that you purchase travel insurance when booking your villa rental.

## 7. CHANGES AND CANCELLATIONS BY US

7.1 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.

7.2 If no alternative accommodation is available or acceptable, we will refund in full all monies paid and shall be under no other liability.

## 8. COMPLAINTS

8.1 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 office direct. Failure to alert us of any problem whilst you are in the villa will lead to a rejection of your complaint by our office.

8.2 If your complaint cannot be completely resolved locally, you must inform our local representative/agent/villa owner and follow this up within 10 days of checking out of the property by writing to our customer services manager giving full details of your complaint and we will pass your comments onto the villa owner. In all cases we will try and settle the matter amicably. If you fail to notify us within 10 days of checking out of the property, we reserve the right to reject any claim as it may be, by then, difficult for us to investigate the complaint.

8.3 If you vacate the property before the departure day without notifying our local representatives you will lose the right to compensation.

8.4. In the event of controversy arising from the booking and property rental, will be resolved between the owner and the client. The agreements shall be governed by the laws of Croatia and The Court in Split.

## 9. ARRIVAL AND DEPARTURE

9.1 Guests are expected to arrive between 4.00pm and 8.00pm Croatian time and to depart by 10.00am. 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 we may have to impose an out of office hours charge for

someone to meet you at the villa. If you arrive after 10.00pm you may not be able to access the property until the following day. Vis Villas will not be held responsible for any problems arising as a result of the party or members of the party travelling with incorrect documentation.

9.2 Details of whom to meet at the villa are given on the directions sheet issued to you once we have received full payment for the villa.

9.3 Vis Villas is unable to offer refunds as a result of time lost at your villa due to flight delays. In addition, refunds cannot be issued on villa rentals aborted early.

## 10. TRAVEL

10.1 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).

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

## 11. YOUR RESPONSIBILITIES

11.1 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 departure cleaning, and to claim compensation for costs over and above the sum of the security deposit. 14.2 The parking of caravans/pitching of tents is strictly forbidden.

## 12. NUMBER OF PEOPLE USING THE PROPERTY

Only those persons named at time 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.

## 13. ACCESS

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

## 14. BEHAVIOUR

The party leader is responsible for the correct and decent behaviour 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.

## 15. 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.

## 16. COMMERCIAL USE, SOCIAL EVENTS AND OTHER FUNCTIONS

Vis Villas acts as an agent for property owners for the private rental of a property. Use of the villa for commercial purposes is expressly forbidden unless agreed upon prior to booking in which case additional terms and conditions and/or insurance may apply. If you are intending to organise a private function (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from Vis Villas. Additional charges and/or increased security deposit may be sought at the owner's discretion.

## 17. SECURITY AND VALUABLES

Any valuables left at the property are left at your own risk. Neither Vis Villas 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.

## 18. INFORMATION

18.1 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.

18.2 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.

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

## 19. 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.

## 20. ENVIRONMENT

20.1 Please be aware that some 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.

20.2 Please note whilst we ensure that the properties offered are of the highest standards possible, they may not be equivalent to Us or EU standards.

20.3 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 Vis Villas 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. Due to the rocky nature of the 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.

20.4 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.

## 21. OUR LIABILITY AND THE PROPERTY OWNER

21.1 Neither Vis Villas (as agent for 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, Vis Villas or our employees.

21.2 Vis Villas would like to remind clients of the importance of supervising children at all times especially around swimming pools and by the beach.

21.3 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 weather conditions. In any case we shall be entitled to treat the contract as discharged.

21.4 On the event of discharge our liability shall be limited to the return of the sums paid to us in respect of the unused portion of the rental calculated on a pro rate daily basis less an administrative fee of €50 to cover our reasonable expenses.

21.5 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.

21.6 Neither Vis Villas 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 arrival and we are informed of this, we will contact you to inform you of the disturbance.

21.7 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.

21.8 Special offers involving free nights are always for a maximum of one or two free night depending on the length of stay. Long stay bookings cannot be split into two to get more free nights. In such cases such split bookings may be refused by the villa/apartment owner on arrival or the unutilised free nights claimed maybe charged for locally.

21.9 Occasionally facilities may have to be temporarily withdrawn at short notice during your holiday, often this is beyond our immediate control.

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## 22. WEBSITE LINKS

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

## 23. LOW SLUNG CARS

People taking low/sports cars are advised to check that the access to the property is suitable.

## 24. SPECIAL REQUESTS

We will endeavour 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.