

General terms and conditions

If a room/apartment is ordered and confirmed or is made available at short notice, an accommodation contract has come about. Order and confirmation can be made orally, by telephone, by letter, by telefax or electronically. If a formal confirmation is not possible anymore due to technical or temporal reasons, the order and provision by the guest house Villa-Inge will be adequate.

The price of the entire booked accommodation service is to be paid in advance by the contracting partner always with the reservation, however, not later than on arrival in the guest house Villa-Inge. The accommodation expenses can be paid in the place where the contract is to be performed only cash and in the case of reservations on a bank account specified by the guest house Villa-Inge.

The valid prices are gross total prices and contain all legal taxes, fees and deliveries. For the case of the change of tax, fee, and delivery rates as well as the effective collection of new taxes, fees and deliveries, unknown to the parties, the guest house Villa-Inge reserves itself to appropriately adapt the prices.

If an option period was set by the guest house Villa-Inge or by mutual agreement and if it was not positively exercised by the customer within the period, the guest house Villa-Inge is entitled to cancel the optional booking without further notice. If a period for an advance payment or periods for several partial advance payments was set by the guest house Villa-Inge or by mutual agreement and if it was not observed by the contracting partner, the guest house Villa-Inge is not obliged to continue to maintain the booking.

The conclusion of the accommodation contract obliges the contracting partners to fulfill the mutual obligations from it for the entire arranged duration of the contract:

1. Obligation of the guest house Villa-Inge is to hold ready the room/apartment according to the order;
2. Obligation of the contracting partner is to pay the price for the time (duration) of the room/apartment order.

Legally, a once concluded accommodation contract cannot be unilaterally terminated anymore. If the contracting partner, for whatever reasons, makes no or only partly use of the ordered room/apartment (cancellation, late arrival, early departure), he remains legally obligated to pay the arranged or customary service price for the entire booking after request. If a third person has ordered for a customer, the orderer together with the customer is liable towards the guest house Villa-Inge as joint debtor.

The guest house Villa-Inge has to try according to good faith to let unoccupied or cancelled rooms/apartments otherwise as far as possible, making use of all available and appropriate possibilities. If the guest house Villa-Inge can let cancelled or unoccupied rooms/apartments otherwise to the full temporal extent and at the full price, the claim of the guest house Villa-Inge towards the contracting partner is not applicable. If this is achieved only partially (concerning nights or the price), the guest house is entitled to the deficit. The otherwise achieved income is refunded to the contracting partner. The guest house Villa-Inge documents the success (100 % utilization rate) or failure of otherwise letting by presentation its guest registrations which must take place immediately at Croatian authorities.

The guest house Villa-Inge has a claim to payment of all services before departure and accordingly a legal right of lien to the items brought by the guest.

For damages in the rooms/apartments caused by the customer during his stay, the customer shall be liable without limitation to the guest house Villa-Inge.

Reserved rooms/apartments are available to the guest from 15:00 p.m. On the day of departure the rooms/apartments must be vacated till 10:00 p.m.

Divergent agreements like withdrawal periods without or with reduced expenses, advance payment demands, the granting of options, payment by collection only cheque or term payment are possible, however, must be in written form and take effect only after agreement of the guest house Villa-Inge.

Bringing of pets requires the consent of the guest house Villa-Inge. The customer is obliged to announce the wish to bring one or several pets in advance. If the guest house Villa-Inge agrees to the bringing along of pets, this only happens provided that the pets are under permanent control of the guest as well as that they are free from diseases and otherwise don't represent any danger to the guests and the staff. Two pets per room are maximally allowed. Carrying the animal/the animals to breakfast is not permitted. Per pet and overnight accommodation a fee applies according to the price list. However, exceptions are guide dogs as well as other comparable service dogs. These may be brought free of charge and at any time in the guest house Villa-Inge.

The guest house Villa-Inge takes care to carry out wake-up services with the greatest possible care, however, it is not responsible for losses that occur through not or at the wrong time done wake-up services.

Consignments of mail, objects and goods destined for the customer are treated with the utmost care and confidentiality. The guest house Villa-Inge shall ensure the storage internal delivery, and, upon request and payment of a fee the forwarding of the same.

Left things are forwarded only on request and at risk and expenses of the customer. The guest house Villa-Inge keeps left things six months free of charge.

The guest house Villa-Inge shall be liable for losses resulting from injury to life, body and health for which it is responsible. Furthermore the guest house Villa-Inge shall be liable for other losses which are based on a deliberate or grossly negligent breach of duty of the guest house Villa-Inge as well as for losses which are based on a deliberate or negligent breach of obligations which are typical for the contract. The breach of duty towards the guest house Villa-Inge shall be equal towards its legal representatives, executive employees or vicarious agents. Any additional claims for damages are excluded as far as in these terms and conditions not otherwise regulated.

Should any disturbances or deficiencies affect the services of the guest house Villa-Inge, the guest house Villa-Inge is obliged to take corrective action upon being informed of them or at the behest of the customer. The customer is committed to contribute to reasonable degree to correct the dysfunction and to keep possible damage at a minimum. Moreover, the guest is obliged to draw the attention of the guest house Villa-Inge in good time to any possibility of uncommonly high damage occurring.

The guest house Villa-Inge shall be liable towards the customer's brought in property in accordance with the statutory provisions, whereas the liability shall be limited to € 1,000.00 and up to € 750.00 for cash, security objects and valuables. Liability claims expire unless the customer immediately notifies the guest house Villa-Inge after gaining knowledge of the loss, destruction or damage of the brought in property. Unlimited liability is governed by the statutory provisions.

Insofar as a parking space is provided to the customer on the premises, this does not constitute a safekeeping agreement, even if a fee is charged. There is no monitoring obligation by the guest house Villa-Inge. The guest house Villa-Inge is only liable within the scope of the liability in tort. The guest house Villa-Inge is not liable for damages that are solely caused by other customers or other third parties. A possible damage must be notified to the guest house Villa-Inge before leaving the property.

Should one or more provisions of these general terms and conditions be wholly or partially void, the validity of the remaining provisions shall remain unaffected. The parties will immediately replace the ineffective regulations with effective ones that approach as closely as possible the ineffective ones in their meaning.

Place of jurisdiction is the place of operation as the place of performance fulfillment and thus Opatija (Mošćenička Draga), Croatia. Any terms and conditions of the customer/contractual partner will not be accepted. Croatian law shall apply exclusively.

These general terms and conditions apply to all legal transactions with immediate effect.

Status: January 2014

Guest house Villa-Inge, family Tutić,
Šetalište 25. travnja br. 29, 51417 Mošćenička Draga/Croatia