

1. GENERAL TERMS AND CONDITIONS

ATLAS RABAC LTD, travel agency (there in after ATLAS RABAC only), stands as an intermediary for the tourist services offered, in this case accommodation services, between the guest (customer) and the host family, a hotel or other accommodation type.

ATLAS RABAC provides information on a reservation of accommodation services on the web page www.atlas-istra.hr.

2. BOOKING

Inquiries and booking of accommodation can be done electronically, by mail or personally at the ATLAS RABAC office as well as at ATLAS RABAC partner agencies.

On receipt of your booking request, the customer will receive from us an offer of accommodation and a quotation.

Furthermore, the customer will receive a written confirmation of the reservation on the basis of which he shall pay an advance and thereby confirm the reservation.

Thereupon the customer will receive a credit voucher containing all the necessary information about the reservation.

When booking, the customer is required to pay an advance and to give all the information necessary in the booking procedure.

3. PAYMENT

a) Advance payment

The advance is required and it shall be paid upon receipt of the booking confirmation if not stated differently. On the contrary, the reservation will be considered canceled.

When paying it is necessary to include the name of the person who made the payment or for whom the payment is made, the reservation number as well as the name of the accommodation unit which the reservation refers to.

The advance can make 20 to 50 % of the total price and it is in accordance with the booked period and type of services that a customer has chosen.

A copy of the payment shall be sent by e-mail or fax. (Fax number: +385 52 872 958).

Thereupon the customer will receive a credit voucher containing all the necessary information about the reservation.

The agency will deduct the paid advance upon payment of the total amount of the price .

b) The rest of the payment

- For accommodation in a hotel you have to pay the remaining part of the total sum at least 15 days before the service is required. On receipt of the entire amount the agency will e-mail you the original Voucher to your e-mail address. You should hand in this Voucher directly at the reception desk of the hotel.

- For suites and rooms in private accommodation the price difference between the advance and the total sum can be paid before using the service or in our agency after reaching you destination. There you should present your credit voucher.

4. SERVICE PRICES

a) General services

The price of accommodation includes the basic service as described in the booked accommodation unit (there is a note "the price includes" in the descriptions of apartments).

The price of accommodation is given in EURO. ATLAS RABAC reserves the right to make changes to the stated prices (in the event that the host changes prices or there are changes in exchange rates).

For customers who have paid an advance for their reservation, ATLAS RABAC guarantees the price of accommodation, stated in the calculation according to which the advance was paid.

If the changes occurs prior to the payment of the advance, ATLAS RABAC is required to inform the customer.

If more customers, than are stated on the voucher, arrive at the accommodation unit, the host has the right to deny the extra customers accommodation or to accommodate all of the customers at extra charge directly made to the host according to the actual prices.

The prices stated on the web pages of ATLAS RABAC (www.atlas-istra.hr) and all the others domains of ATLAS RABAC are calculated on the basis of our contracts with our partner agencies and do not need to respond to the prices in the destination where the customer stays for his holiday, so this cannot be the reason of a complaint.

b) Special (other) services

Special services are those not included in the price of accommodation. These services must be requested at the time of booking or upon arrival only if they are in the description of the accommodation unit indicated under ("OTHER CONDITIONS"); Therefore the customer pays for them separately according to the price list at the office where the customer registers himself in for sojourn.

5. TOURIST TAX

According to the Croatian Law on the Residence Tax, customers/citizens who stay in a tourist place other than their place of residence and sojourn in a hotel or other accommodation building (-house) in which catering services and tourist activities are run, are required to pay the tourist tax.

The amount of Sojourn Tax to be paid will be stated on your reservation calculation and will be paid together with the rest of the price of services upon arrival.

6. CATEGORIZATION AND SERVICE DESCRIPTION

Accommodation units offered by ATLAS RABAC (apartments, hotels or other objects) and our partners are described in accordance to the official categorization of the authorized institution, and based on onsite assessment prior to being put in ATLAS RABAC 's online offer. Standards for accommodation, food, services, etc. differ from place to place, country to country, and cannot be compared. Information obtained at the point of sale does not oblige ATLAS RABAC in any way more than any information available on the Internet pages of Atlas Rabac.

The accommodation services can be started to make use of at 2 p.m. on the day of arrival. If it possible to start to make use of them sooner, ATLAS RABAC is required to inform the customer.

The customer is obliged to leave the accommodation unit till 10 a.m. on the day of departure and to inform the office he registered in till 6 p.m. at the very latest. If a guest cannot arrive until 10p.m. he shall give notice to the agency he has to register in till 6 p.m. On the contrary the agency is not liable to wait for the guest.

7. CHANGES AND CANCELLATION FROM THE CUSTOMER'S POINT OF VIEW

Should the customer wish to change or cancel a reservation, this must be done in written form (email, mail, or fax) at least 30 days prior to the arrival. The following are examples of changes: changes to the number of customers, changes to arrival / departure dates. Changes must be made at least 30 days prior to the arrival.

If it is possible to make a change without further expenses for ATLAS RABAC, it will be made free of charge.

Should a change to the reservation not be possible and should the customer cancel for this reason, ATLAS RABAC gives the customer the advance money back less for 30% All changes or cancellations done within 30 days of the arrival date, ATLAS RABAC retains the right to keep the entire amount of the advance money paid. In circumstances caused by conditions beyond their control, customers must produce a written statement (by e-mail or fax) and ATLAS RABAC will charge for real costs of the cancellation only.

In case of non - appearance of the guest (customer) by 12.00 on the second day of his sojourn the conditions for the cancellation of reservation will be enforced and ATLAS RABAC does not give the customer back the advance paid unless a later arrival time has been agreed with ATLAS RABAC or with the agency the customer has to register.

8. ATLAS RABAC 's RIGHTS TO CHANGES AND CANCELLATION

ATLAS RABAC reserves the right to change or modify a reservation in case of circumstances caused by conditions beyond its control that cannot be predicted, avoided or rectified (wars, riots, strikes, acts of terrorism, natural disasters, sanitary disruptions, restrictions by local authorities, death or illness of service provider and other similar circumstances).

Booked accommodation can be substituted only by an accommodation unit of the same or higher category and at the price confirmed during booking, provided that customer is notified ahead of time.

In cases where substitute accommodation for paid accommodation is not available, ATLAS RABAC reserves the right to cancel the reservation upon prior customer notification (at least 7 days before arrival) and guarantees the refund of the complete paid amount. Should an adequate substitute accommodation not be available on the day of arrival, ATLAS RABAC will provide information on an available accommodation offer (the same or higher category accommodation service than the booked one).

9. CUSTOMER'S OBLIGATIONS

- The customer is required to have valid travel documents,
- the customer shall obey custom regulations and currency exchange regulations of the country where the destination is located,
- upon arrival when registering in the travel agency the customer shall provide a valid document (an identity card or a passport),
- the customer shall produce the confirmation of payment (Voucher received by mail or email) upon arrival in order to pay the rest of the price,
- the customer has to obey house rules in accommodation units and have good relations with the host.

Should the customer not follow the above listed obligations, the customer is liable for caused damage (caused to the host) and must cover the expenses. By confirming the reservation, the customer accepts to pay for all damages caused directly to the host. ATLAS RABAC excludes its responsibility of the caused damage.

10. ATLAS RABAC 'S OBLIGATIONS

ATLAS RABAC is obliged to send the customer the voucher against paid advanced. The voucher is the confirmation of reservation and there are all the services which are going to be make use of by the cusomer stated.

It is ATLAS RABAC 's obligation to take care of the provided services, hosts, and customers' interests and rights according to the accepted customs and practices in tourism and in accordance to these terms.

11. LUGGAGE

ATLAS RABAC is not responsible for damaged, destroyed or lost luggage, as well as for the theft of luggage or valuables in the accommodation unit (rental of a safety deposit box is recommended if available).

Lost luggage or stolen goods should be reported to the host, to the office of the agency where the customer is registered and the local police department.

12. COMPLAINTS

Should the services provided not be complitely accomplished, the customer is entitled to seek reasonable compensation by filing in a written complaint. Every customer is entitled to file a complaint if the paid service is not provided.

Complaint procedure:

The guest is required to complain to the service provider about the inadequate service immediately on the day of his/her arrival and to notify ATLAS RABAC's office by email atlas.-rabac@pu.t-com.hr, by phone/fax 00 385/ 52/ 872 958 or personally in the ATLAS RABAC's office in Rabac, rABAC bb, 52221 Rabac Croatia.

The guest is required to cooperate with ATLAS RABAC representatives and the service provider in good faith in order to rectify the problem. If the guest refuses to accept the solution that is in accordance with services paid for, ATLAS RABAC is not required to accept any further complaints referring to this service.

If the problem is not rectified even after on the spot intervention by an ATLAS RABAC representative, the representative will put down in writing a record of the complaint in two copies, one for ATLAS RABAC and the other for the guest. In such cases, the guest is required to send a written complaint along with the representative's record, other relevant documents and photographs that prove reasons for the complaint to ATLAS RABAC by email or by post at ATLAS RABAC , RABAC BB 52221 RABAC, Croatia; within 30 days upon returning from holiday. ATLAS RABAC will take into consideration only properly filed complaints received within 30 days.

ATLAS RABAC assumes responsibility to make a written decision to the complaint within 15 days upon receipt of the complaint. Should ATLAS RABAC need more time to collect information and verify the complaint with the host, it can prolong the response time by a maximum of 15 days.

ATLAS RABAC will take into consideration only those complaints that could not be solved on the spot.

The maximum compensation per complaint can amount to the cost of the part of the service(s) in the complaint. It cannot amount to the total paid to ATLAS RABAC and cannot include services already provided. This excludes the right of the client to get the compensation of the ideal damage.

13. PRIVACY PROTECTION

In order to respect you privacy rights we apply the following principles:

- we have to know your personal data,

- we shall share your personal data only with a third person who is involved in the reservation process.

14. AGENCY'S RIGHT TO CHANGE THE TERMS OF SERVICE

ATLAS RABAC retains the right to change the terms of the internet page use, as well as other terms of business. However, the changes will not affect the reservations already made and paid.

15. TERMS OF USE OF THESE PAGES

The internet page www.atlas-istra.hr and all other pages of ATLAS RABAC provide information on the reservation of accommodation units on the basis of descriptions and pictures for each accommodation unit. Moreover, on these pages you can get information about the availability of a desired accommodation unit for the period requested and make your reservation.

We want to draw your attention to the fact that all internet transactions shall be made by an adult person. Herewith, you pledge yourself to take financial responsibility for all transactions made either by you or an under age person from your family. Furthermore, you are responsible for your under age children who use your personal data as well as for the authenticity and accuracy of the data provided to us for the booking requirements and financial transactions.

Shall these pages be in any way misused (by making a wrong reservation or other) you will not be allowed to access the pages.

16. REMARKS

It is considered that the customer is familiar with the general terms about accommodation services and that he accepts them fully at the moment of the confirmation of the reservation.

Thus, everything stated in the general terms becomes a legal obligation both for the customer and ATLAS RABAC .

17. COURT JURISDICTION

Should the customer not be satisfied with the solution to the complaint, the matter can be taken to court, Pazin Commercial Court jurisdiction, (Trgovački sud - Pazin).