



General terms and conditions

1. Introductory remarks

With these terms and conditions, we define the terms and conditions between us, the company Cangarela d.o.o., Višnjan, Košutići 3A, Croatia, OIB 31568011200, as a company for agriculture and tourism (hereinafter: the Company), and you as a guest, who concluded an agreement with us for accommodation reservation services and other services through our website www.cangarela.hr.

The Company treats all its guests in the same way and these terms and conditions apply to all guests who use the services of the Company.

It is recommended that you carefully read all the information on our website and check all the details that were confirmed with you at the time you made the reservation, because this information forms the basis of your agreement with us. The moment you book accommodation or any other service from our site, you enter into a legal relationship with our Company and it is considered that you accept all the stated general terms and conditions.

These general terms and conditions are binding on the Company and binding on the guest who paid the advance payment of accommodation and/or additional services through the Company.

2. Company offer

The Company provides accommodation services and other services according to the information published on the Internet (more precisely on the Company's website). The Company ensures the provision of services pursuant to the information published on the website according to the description and date of the individual reservation on the day of reservation confirmation, except in case of extraordinary circumstances that cannot be foreseen or eliminated (force majeure, inability to enter and leave the country, pandemic).

3. Method of reservation and payment

The Company operates electronically, through the website www.cangarela.hr where the guest chooses the accommodation service or any other service. When creating a reservation for accommodation or other services, the guest should read these General Terms and Conditions before making their reservation.

The Company shall make available to the guest the appropriate material in electronic form, provide them with all relevant information regarding the reserved service, and refer them to these General Terms and Conditions which are an integral part of this agreement.

When making a reservation, the Guest undertakes to provide all information required by the reservation process. To make a reservation for the accommodation service, the guest is obliged to pay an advance of at least 30% of the total value of the booked accommodation for the selected period unless otherwise stated during the reservation process, and the rest of the total value of the booked accommodation no later than the date stated in Company's Reservation Confirmation. In case the guest has not paid the difference between the advance payment and the full amount of the accommodation price until the date stated in Company's Reservation Confirmation plus two working days (in Croatia), the reservation will be cancelled on the date for the 2nd instalment payment stated in Company's Reservation Confirmation plus two working days and the guest is not entitled to a refund.

The reservation is considered confirmed by the guest by paying an advance or the full amount of the reservation price.

The described method of payment is valid for all services unless otherwise stated, which the guest is aware of when confirming the reservation.

Allowed payment method for the advance payment and the remaining amount of the agreed accommodation price is bank transfer. All payments will be made in € (EURO).

4. Price

The price of the accommodation service includes the service listed in the description of the specific guest reservation.

The basic service is considered primarily accommodation and other services that are common for accommodation. Utilities (water, gas, electricity, internet subscriptions, etc.), interior and exterior maintenance costs, residence registration and tourist tax as well as value added tax are included in the total rental price published in EUR.

Additional services are those services that are not included in the basic services and which the guest announces in advance and selects from the offer when making a reservation of accommodation, and are charged separately according to the price listed alongside them.

When making a reservation, the guest will be clearly informed on the services which are included in the price of accommodation, and on those which will be charged extra based on their choice.

5. Obligations of the guest

The guest undertakes to have valid travel documents with them, to get all the information regarding the documentation they need to enter the Republic of Croatia and/or pass through neighbouring countries as well as the customs and foreign exchange regulations of the Republic of Croatia and neighbouring countries if they travel with cash and/or food.

If the guest is unable to arrive at the agreed time due to violation of any regulations concerning their travel and crossing the border, all costs incurred are borne by the guest and are not entitled to a refund of paid accommodation in case of no-show or later arrival.

The service is reserved exclusively for the person and accompanying persons listed on the residence registration, and no other person is allowed to stay in the accommodation, and it is forbidden to invite other people to organize events such as parties, celebrations or other large gatherings, unless agreed upon in writing before making a reservation and in the event that an appropriate payment has been made (if applicable). The guest is obliged to inform the Company if they plan to arrive with more people than stated in the Reservation Confirmation, but within the capacity of the accommodation unit.

By confirming the reservation, the guest undertakes to pay for any damage caused to the accommodation directly to the Company on the spot, at the latest when leaving the accommodation.

During the accommodation, the guest is obliged to conscientiously use all energy resources in the accommodation and when leaving the accommodation, leave the accommodation tidy. The guest is not authorized to arrange the furniture and/or paintings during the accommodation, but will use the accommodation in the arrangement as they rented it.

In Company's accommodation units it is not allowed to bring and keep pets.

A youth group is a group of guests under the age of 27. Such groups must register in advance before each reservation and immediately after. In case the approval is not obtained before the reservation, The Company has the right to deny the guests the right to make the reservation.

6. Categorization and description of accommodation

All accommodation units offered by the Company are categorized according to the categorizations of the competent authorities. Information about the accommodation unit and the description of the accommodation is published on the Company's website www.cangarela.hr.

7. Change of reservation and cancellation

The guest shall communicate with the Company via e-mail and the contact phone number officially published on the Company's website.

If the guest wants to change the reservation in the sense that they want to change the dates of the reservation, they are obliged to inform the Company in writing (via e-mail). If the accommodation is available on the new dates requested by the guest, the change will be made free of charge. In case it is not, the Company will offer the guest possible dates that are closest to the dates requested by the guest. In case the guest wants to change the dates to those in which the price of accommodation is lower than the one at which they made the reservation, the guest is entitled to the difference in the price of accommodation. In case the guest wants to change the dates to those in which the price of accommodation is higher than the one at which they made the reservation, the guest must pay the difference in the price of accommodation.

If the guest does not agree to the offered new accommodation and is not able to arrive in the booked time, the guest will be considered to have cancelled the original reservation and the cancellation policy will apply.

8. Reservation cancellation

The reservation cancellation policy is as follows:

If the guest cancels the confirmed reservation of accommodation provided that there are more than 30 days until the start of using the service, the Company will refund the full amount paid in advance within 7 working days. This rule only applies to the first cancellation of a reservation in the current year.

If the guest cancels up after 30 days before start of using the service and before to date stated in Company's Reservation Confirmation for the 2nd instalment, they will be charged a minimum of 30% of the total price of the reservation, i.e., the Company is not obliged to refund the value of the advance payment.

If the guest cancels the reservation up after the to date stated in Company's Reservation Confirmation for the 2nd instalment, the guest is charged 100% of the total price of the reservation, i.e., the Company has no obligation to refund the paid amount of the accommodation price.

The Company is not obliged to cover the costs incurred by the guest to obtain a visa or documentation required for entry into the Republic of Croatia.

9. Deposit

When booking accommodation, the guest will be informed, in accordance with the terms and conditions of the individual accommodation unit to which it refers, about the obligation to pay a deposit directly to the Company representative upon arrival at the accommodation, as

insurance against any damage caused in the accommodation unit. The obligation to pay a deposit to the Company representative will be clearly stated for the guest, noting that it will be returned to them no later than the day of departure from the accommodation.

In case the guest notices any damage to the accommodation, they are obliged to immediately report it to the Company representative. This applies in particular to damage for which the guest is not responsible.

The Company representative is obliged to return the paid deposit to the guest, reduced by the amount of damage caused by the guest.

10. Personal belongings of the guest

The guest is obliged to take care of the belongings that they bring into the accommodation. The Company is not responsible for theft, loss or damage of items left unattended by the guest. This also applies to items of greater value (valuables) and the guest is recommended to either use the safe service, or not to leave such items unattended.

The guest is obliged to report the lost item to the Company representative and, if desired, to the competent police administration.

11. The Company's right to change and cancellation

The Company has the right to change the reservation if extraordinary circumstances occur that cannot be foreseen, avoided or eliminated (force majeure, pandemic, natural disasters, extraordinary damage to the accommodation facility). The conditions for changing the reservation are that the guest has been duly notified of the change and that the guest has been provided with replacement accommodation of the same or higher category than the booked accommodation.

In case a change in the accommodation is not possible, the Company has the right to cancel the reservation with a notice to the guest before they start using the service and the Company will refund the entire amount paid for the reservation. In this case, the guest is not entitled to compensation for damages, but to everything they paid to the Company in the name of the reservation.

If the Company is not able to find a replacement accommodation on the day when the guest is to start using the service, it is obliged to provide the guest with all information about accommodation that is not offered by the Company, as well as to refund the entire amount paid by the guest.

12. Complaints resolution

If the guest notices insufficient cleaning, damage or other malfunctions in the accommodation unit when checking into their accommodation unit, or has other types of complaints, they shall send a complaint without delay.

Complaints regarding cleaning are addressed immediately. The complaint is addressed directly to the Company or their authorized representative.

In case of dissatisfaction due to a service that was not performed or was performed poorly, the guest can complain about the inadequate service and notify the Company at info@cangarela.hr or at the phone number available on the Company's website.

The guest will cooperate with the Company to eliminate the cause of the complaint, if possible.

If the guest left the accommodation facility due to dissatisfaction, without submitting a complaint to the Company, they have no right to demand a refund of the paid reservation or compensation, regardless of the justification of the complaint.

In the event that the guest accepts the decision regarding the submitted complaint, they have no right to submit the same substantive complaint.

The highest claim per complaint may reach the amount of the advertised part of the services, and may not include already used services or the entire amount of accommodation.

The Company cannot be held responsible for possible deterioration of climatic conditions and all other similar situations and events that may cause guest dissatisfaction, not directly related to the quality of the booked accommodation unit (e.g., bad weather, poorly arranged beaches, over-crowdedness, theft or damage to property, etc.).

13. Personal data protection

The guest provides personal data voluntarily. The personal data of the guest are required in the process of realization of the requested service. They will also be used for further communication with the guest. The Company undertakes not to take the guest's personal data out of the country or disclose it to a third party, except for the purpose of realizing the requested service. The personal data of the guest will be stored in the database, in accordance with the decision of the Management Board on the manner of collecting, processing and storing personal data.

14. Miscellaneous

By confirming the reservation and paying the advance or the total amount of the reservation, the guest confirms their consent to the above-stated Terms and Conditions.

15. Jurisdiction of the court

The guest and the Company undertake to try to resolve any disputes in the application of this Agreement by mutual agreement, while otherwise they are subject to the decision of the competent court in Croatia, where the applicable law is Croatian law.