



# GENERAL TERMS AND CONDITIONS

## 1. General Terms

These Terms and Conditions apply to all services provided directly, or indirectly via Internet, e-mail or phone, by Tessera Apartments. By accessing, browsing or using our website and/or booking of accommodation, you declare that you have read, understood and agreed to said conditions set out by Tessera Apartments.

## 2. Reservations of accommodation and payment

Inquiries and reservations for accommodation can be made on-line on the website: <http://tessera.com.hr/> or by e-mail: [apartment.tessera@gmail.com](mailto:apartment.tessera@gmail.com). The guest is obligated to provide any information which is required for the reservation process.

Following the booking request, Tessera Apartments will send to the guest an confirmation of pre-reservation by e-mail, along with the cost of the entire stay and the amount of deposit, which must be paid to the designated account number of Tessera Apartments within 2 (two) days of receipt of confirmation of pre-reservation. If the payment of the deposit fails to be performed within the prescribed period the pre-reservation will automatically be cancelled. It is obligations of the guest to send a copy of the payment by e-mail.

The amount of the deposit is 30% of the total amount for the stay. Accepted payment methods: bank transfer. All bank charges are payable by the guest. The deposit is not refundable neither in case of cancellation, nor for non-presentation. After the payment and the receipt of the deposit, Tessera Apartments will send to the guest a confirmation of the reservation by e-mail. The remaining amount up to total price of accommodation is payable at check-in.

By reservation, the guest confirms that he is aware of the General Terms and conditions of the accommodation services and fully comprehends and accepts these terms which are binding for both the Guest and Tessera Apartments.

## 3. Price of accommodation

The current price of accommodation is listed on our website. The mentioned prices apply for stays of two or more nights. In the case of a shorter stay, the price increases by 30%. Tessera Apartment reserve the right to change the listed rates. Tessera Apartment guarantees the accommodation rate, which the guest paid as a deposit for a specific reservation, listed in the calculation on the basis of which the deposit was paid.

Refund is not possible for services which have not been used.

The price of the service includes the basic service as described in the price list for the accommodation unit and the reservation. Special services are those services which are not included in the base price of the accommodation (in the description of the accommodation unit or price list marked as additional services that are available through prior notification and additional payment) and as such the guest is obligated to pay for these services separately as indicated in the offer. Special services requests must be made during the reservation process.

#### **4. Categorization and service description**

Accommodation we offer have been described in accordance with the official categorization set by the Republic of Croatia. Tessera Apartments assume no responsibility for information, in written or oral form, which is not in accordance with the description of services and facilities published in programs, and which has been received by a third party. Tessera Apartments shall not be liable in case of incorrect information by business partners.

#### **5. General information**

Tessera Apartments feature fully-equipped kitchen and a private bathroom with a rainfall shower, a hairdryer and free cosmetic utensils, air conditioning, flat-screen TV and wireless Internet.

On the day of arrival, apartments are available from 2 p.m. Check-in time is between 2 p.m. and 9 p.m. Check-in after 9 p.m. shall be arranged directly with Tessera Apartments' staff. Should the number of people for the reserved accommodation unit exceed the number indicated on the confirmation of the reservation, Tessera Apartment have the right to withhold services for unannounced guests.

Check-out time is until 10:00 a.m.

Late check-out can be arranged on request. Availability shall be checked with Tessera Apartments' staff.

#### **6. Obligations of the guest**

The Guest is obligated to:

- 1) have valid travel documentation;
- 2) upon arrival to the spot, present the document which confirms reservation received by e-mail and pay remaining amount up to total price of accommodation;
- 3) abide by House Rules of Tessera Apartments.

If the guest does not follow these obligations, he will be held responsible for any expenses or damages. By confirming a reservation, the guest is obligated to pay the service provider on the spot for any damage(s) he may have caused.

#### **7. Responsibilities of Tessera Apartments**

Tessera Apartments are responsible for providing services while respecting the rights and interests of guests in accordance with the traditions of the tourism industry. Tessera Apartments will fulfill all the above mentioned obligations as described, except in case of force major conditions that cannot be anticipated or eliminated (natural disasters: earthquakes, floods, fires, droughts, wars, strikes, acts of terrorism and restrictions issued by the government: mobilization, ban to exit the country).

Tessera Apartments are not responsible for lost or damaged property or stolen property or valuables kept in the accommodation unit. Lost or stolen property shall be reported to Tessera Apartments and local police station.

#### **8. Cancellations**

In the event that the guest wishes to cancel a reservation he must do so in writing (by e-mail or post).

Cancellation comes into effect as of the day when Tessera Apartments receive notice of cancellation. In case of cancellation of the accommodation, the deposit is retained and the guest is not entitled to a refund.

#### **9. Cancellations made by Tessera Apartment 's right to changes and cancellations**

Tessera Apartment reserve the right to make changes regarding reservations in the event of circumstances which cannot be predicted, avoided or removed. A reserved accommodation unit can only be switched with prior notification to the guest for an accommodation unit in the same category or in a higher category at the price at which the guest confirmed the reservation. In the event that a replacement accommodation unit cannot be arranged, Tessera Apartments reserve the right to cancel the reservation by notifying the Guest no later than 7 days prior to the beginning of the service date and guarantees a full refund of the paid amount.

If a guest behaves in a way that causes or is likely to cause danger, upset or distress to a third party or to Tessera Apartments or guest property, Tessera Apartments are entitled, without prior notice, to curtail the stay and request that the guest(s) leave the apartment. No refunds will be made and Tessera Apartment will not pay any expenses incurred as a result of such a corrective measures.

## **10. Complaints**

It is in the best interest of guest to immediately resolve any complaints at the location. If the situation does not improve after a complaint, the guest shall ask for a confirmation stating that the service was not provided, or that it was not provided in the agreed upon manner. The guest shall attach the confirmation to a written complaint. The guest shall file a written complaint within 8 days from the end of the trip. If a guest files a written complaint outside of this period, Tessera Apartments shall not be obliged to take the complaint into consideration. Tessera Apartments shall provide a written response to such a complaint. Tessera Apartments shall respond only to complaints that could not be resolved on the spot. During the process of decision making, the guest irrevocably waives the right to mediation by a third party, arbitration by any institution as well as the right of giving information to the media. Additionally, the guest waives the right to file a civil action. The maximum amount of compensation per complaint may reach the amount of the advertised part of services, and it shall not include the service which has been used or the entire amount of the arrangement. The guest and Tessera Apartments shall attempt to resolve disputes amicably, but failing to do so, the parties agree to jurisdiction of the court in Split. Governing law is Croatian law.

## **11. Intellectual property**

The website Tessera Apartments contains copyrighted material. It is not allowed to change, publish, transfer, participate in a transfer or sale, create derivative works or utilize a part or entire content in any way. Tessera Apartments assumes no responsibility for copyrighted materials offered by third parties or misuse of intellectual property by third parties.

Information on Tessera Apartments website is for personal use only.

## **12. Privacy**

Tessera Apartments retain any personal data you provide during the use of our website or when making a reservation via other online booking systems. Personal information may include your name, address, telephone number, credit card number and e-mail address.

In order to prevent unauthorized access, we perform physical, electronic and organizational procedures, thus protecting personal information from accidental or unlawful destruction, accidental loss, modification and unauthorized disclosure or access.

Tessera Apartments uses personal information and other data collected on the website in order to: (a) provide requested products and services and, (b) provide information about our products and services.

Tessera Apartments do not share your personal information with third parties. Sharing certain personal information with selected partners, when necessary, shall not be disclosed to third parties without your consent.