

## **NIKOLA APARTMENTS**

### **GENERAL TERMS AND CONDITIONS**

#### **1. INTRODUCTORY PROVISIONS**

1.1. APARTMANI NIKOLA provides tourist accommodation services for guests according to the published information, description, schedule and valid price list, and in accordance with the confirmed reservation/concluded contract, in its own name and for its own account. An agency or a tour operator can appear as the customer of the service for the end user, and the provisions of the general terms and conditions apply to them as intermediaries.

1.2. By sending a reservation request, you confirm that you are in agreement with these General Terms and Conditions, and the same becomes a legal obligation.

1.3. When providing tourist accommodation services to guests, the rules prescribed by house rules, hotel and hospitality regulations, and in accordance with the valid positive legal regulations of the Republic of Croatia, are applied.

1.4. Given the existing differences within the same room types, the listed photos are only illustrative and informative in nature and may not correspond to the actual room booked.

#### **2. THE PRICES OF THE SERVICES**

2.1. The valid prices of the services are stated in the offer received through the online pages where tourist accommodation services for APARTMANI NIKOLA guests are advertised, or in the offer obtained through direct communication with APARTMANI NIKOLA, through the website, the Internet, or telephone communication with our reservation service.

2.2. The contracted services cannot be combined with other promotional offers or packages, unless otherwise agreed.

2.3. In case of any changes or deviations from the reserved services, regular prices will be charged.

2.4. The refunds are not possible for unused services.

2.5. All types of special services that are not included in the price are paid for by the guest and must be ordered when making the reservation or upon request on the spot.

2.6. The prices are expressed in the currency: EUR. VAT is included in the prices. The accommodation rates include tourist tax and VAT.

#### **3. THE TOURIST TAX**

The tourist tax is included in the listed accommodation prices. The decision on the amount of the tourist tax is made on the basis of special regulations of local authorities in the Republic of Croatia.

#### **4. THE SERVICE AND THE INSURANCE FEE**

The service and insurance fees are included in the listed accommodation prices. The fee for the service and insurance is expressed in EUR. If the payment is not made in EUR, then the fee for the service and

insurance is calculated at the middle exchange rate of the Croatian National Bank on the day of payment.

#### 5. THE TERMS OF RESERVATION OF ACCOMMODATION IN THE FACILITY

(1) The persons aged 12 and over are considered adults and are charged the full price, and the same must be stated when booking accommodation.

(2) APARTMANI NIKOLA reserves the right to refuse, cancel or change the reservation if the reservation system has been misused or it was made by an obvious mistake of the user.

(3) APARTMANI NIKOLA reserves the right to deny accommodation and other services to those guests whose behavior is in any way inconsistent with house rules in the facility, which disturbs the peace and dignity of other guests or staff, or which endangers their safety or well-being.

(4) APARTMENTS NIKOLA does not accept persons under the age of 18 unaccompanied by an adult.

(5) Any appeals or complaints of the guests will be considered only if they were addressed during the stay and either on the spot directly to the responsible person in the facility, or through the agency that made the reservation, or through its official representative.

#### 6. THE CATEGORIZATION AND DESCRIPTIONS OF FACILITIES

The offered accommodation and other capacities in the APARTMANI NIKOLA facility are described according to the official categorization of the Republic of Croatia, therefore APARTMANI NIKOLA does not assume responsibility for oral or written information that is not in accordance with the description of the services and the facility itself in the published programs, which was obtained from by a third party. APARTMANI NIKOLA is not responsible for incorrect information provided by business partners.

#### 7. THE PAYMENT TERMS

(1) The payments must be made to the APARTMANI NIKOLA account according to the following information:

(Address) SUNCOKRET APARTMANI d.o.o. 10010 Zagreb, Stjepana Podhorskog 38.

(OIB) 96334408220

NAME OF BUSINESS BANK: OTP Banka

BUSINESS BANK HEADQUARTERS: 10000 Zagreb, Vukovara Grada Ulica 284.

IBAN: HR6624070001100199152

SWIFT: OTPVHR2X

(2) The billing for services is only possible in EUR or another currency, and then the amounts will be charged in EUR according to the middle exchange rate of the CNB on the day of payment.

(3) One-time payment is possible - with credit cards (Amex, Diners, Visa, Master), debit cards, cash (EUR) and bank transaction

(4) All bank costs incurred abroad when paying invoices or making advance payments are borne by the payer. The paid amount is considered the amount that was finally paid into the APARTMANI NIKOLA account.

## 7.1. THE PAYMENT TERMS FOR THE GROUP RESERVATIONS

(1) The payment for accommodation for group reservations is based on a pre-invoice, in such a way that 100% of the amount is paid immediately upon confirmation of the reservation.

(2) When paying by credit card, 100% of the amount will be charged upon confirmation of the reservation.

(3) After 100% of the accommodation fee has been paid, a final invoice will be issued by the owner and handed over to the payer upon check-out.

## 7.2. THE PAYMENT TERMS FOR INDIVIDUAL RESERVATIONS

### 7.2.1. The reservations at regular prices

(1) Within 7 days before arrival, APARTMANI NIKOLA reserves the right to charge the entire amount of the reservation. The guest must provide valid credit card information that will be charged for the stated purposes.

In case the credit card information is incorrect, the guest will be notified and the reservation will be cancelled.

(2) If the guest wants to pay the reservation amount directly, the payment should be made no later than 7 days before arrival.

### 7.2.2. The reservations at special prices with non-refundable payment

(1) In the case of a reservation at special prices, the guest will be charged the full amount of the reservation in advance immediately after the reservation is made, non-refundable (except for the tourist tax and possible additional services). The guest must provide valid credit card information that will be charged by the hotel for the stated purposes.

In case the credit card information is incorrect, the guest will be notified and the reservation will be cancelled.

(2) If the guest wants to pay the non-refundable full amount directly, the payment should be made no later than 24 hours after the reservation was made.

## 8. THE OTHER ACCOMMODATION CONDITIONS

(1) The registration of arrival and start of accommodation in APARTMANI NIKOLA ("check-in") is possible after 2:00 pm on the day of arrival.

(2) The check-out and departure from APARTMANI NIKOLA ("check-out") is possible until 10:00 a.m. on the day of departure.

(3) The late check-out is possible only with prior notice and with an additional charge:  
- a surcharge for late departure (12-6 p.m.): 50% of the price of one night, and  
- a surcharge for late departure (from 6 pm onwards): 100% of the price of one night.

(4) The cancellation of individual reservations (1-3 rooms) without charge is possible up to 7 days before the reservation period.

(5) In case of late cancellation (7 days before arrival) or no-show, APARTMANI NIKOLA reserves the right to charge costs in the amount of 100% of the total price of the service.

(6) The cancellation of reservations after check-in at the facility (shortening of stay in relation to the original reservation): is charged in the amount of 70% of the value of the remaining reserved and unused days.

(7) In case of any cancellations of reservations (cancellation at any time after the reservation has been made, guest no-show ("no-show"), refusal of the reserved room for unjustified reasons, cancellation of reservations after check-in at the hotel, i.e. shortening of stay), NIKOLA APARTMENTS will keep the previously fully charged non-refundable amount of the reservation.

## 9. THE FORCE MAJEURE

The term "force majeure" implies unusual and unforeseeable events beyond the control of the parties. Such events include (for example) war, threat of war, demonstration, natural or nuclear disaster, fire, epidemic, bad weather, terrorist attack, government decisions and/or presidential decisions and/or parliamentary decisions (e.g. border closure decisions, decisions on the ban on leaving the country of residence, decisions on any bans related to travel outside the country), God's will, and other similar circumstances. In the event of force majeure, APARTMANI NIKOLA can release itself from any of its assumed obligations and responsibilities towards guests, especially in conditions where the health, comfort or safety of guests, or APARTMANI NIKOLA employees, is threatened.

## 10. THE COMPLAINTS AND DISPUTE RESOLUTION

(1) Any guest complaints must be made in writing, and APARTMANI NIKOLA will take them into account and satisfy them as soon as possible.

(2) The maximum amount of compensation per complaint can reach the amount of the advertised part of the service, and it cannot include already used services or the entire amount of the arrangement. Guest users of the service and APARTMANI NIKOLA, the provider of tourist accommodation, shall endeavor to resolve disputes amicably, otherwise they agree to the jurisdiction of the Court in Zagreb. The applicable law will be Croatian law, with proceedings conducted in the Croatian language.

## 11. THE SALVATORE CLAUSE

In case of invalidity or nullity of a particular provision of these General Business Terms and Conditions, this does not affect the validity and legality of other provisions of these General Business Terms and Conditions, and in such a case such invalid or null and void provision will be replaced by another, which will reflect as much as possible the intention of the provision that was declared void or invalid, or in the absence of such compliance, it will be repealed.

## 12. THE ENTRY INTO FORCE OF THESE GENERAL TERMS AND CONDITIONS OF BUSINESS

The present General Terms and Conditions of NIKOLA APARTMAN are effective from 1 April 2024 and shall remain in force until amended or withdrawn.

Publication date:

Placed on top of the safe deposit boxes in Nikola APARTMAN and  
NIKOLA APARTMAN website: [www.baskavodanaputica34.com](http://www.baskavodanaputica34.com)

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Managing Director  
Vészits Miklós