

# Casa Geranium

## Terms and Conditions of Booking

### 1. Contract

The Contract for a short-term holiday rental shall be made between the Customer and Casa Geranium. It will be entered into when the deposit has been received and Casa Geranium issues confirmation by either letter or email. By confirming the booking details with Casa Geranium, the Customer as the first named person on the booking form ("the Party Leader") confirms that he is familiar with the Terms and Conditions of Booking and that he accepts them in their entirety. Everything stated in the General Terms and Conditions of Booking becomes legally binding both for the Customer and for Casa Geranium.

The Contract will be subject to all of the following booking conditions.

### 2. Booking

On receipt of a signed booking form, Casa Geranium will, subject to the apartment's availability, confirm your stay and send an invoice either by email or by post for the total cost of the booking. Please check the invoice on receipt and notify Casa Geranium immediately if it is incorrect. Mistakes cannot be rectified if we are not informed of any errors within 2 weeks from receiving the invoice. This invoice will be made out to the person making the booking (the Party Leader), unless otherwise stated. The person making the booking must be aged 18 or over.

### 3. Payment

A deposit of 30% of the rental fee is payable immediately to secure the booking. Until the deposit is received, your booking is not guaranteed. The balance is due for payment 8 weeks before the date of stay. Non-payment of the balance for the rental period on the due date shall be construed as a cancellation of the Contract by the Customer. For bookings made less than eight weeks before the start of the rental, the total rental fee is payable on booking. Payment can be made by a UK sterling cheque, euro bankers draft, bank transfer (all charges to be borne by the remitter) or by PayPal (plus a 4% charge to cover the PayPal charges). Your invoice will confirm all payment details.

### 4. Cancellation

Any cancellation made by the Customer for whatever reason shall be in writing or by email. As we incur costs from the time the booking is made, the following cancellation charges apply:

- More than 8 weeks before your stay at Casa Geranium - loss of deposit
- Between 5 and 8 weeks before your stay - 60% of the total cost
- Between 4 and 5 weeks before your stay - 70% of the total cost
- Between 3 and 4 weeks before your stay - 80% of the total cost
- Between 2 and 3 weeks before your stay - 90% of the total cost
- Less than 2 weeks before your stay - 100% of the total cost

### 5. Cancellation Insurance

Only in exceptional circumstances will changes to the above cancellation charges be considered. Cancellation Insurance is strongly recommended to protect against the cancellation penalty before travelling. In the very unlikely event that Casa Geranium becomes unavailable due to unforeseen circumstances for the dates required (for example due to fire, flood or other damage), we will try to offer you alternative days at the apartment. If this cannot be arranged, we will offer a full refund without question. However, no further liability will fall on Casa Geranium and in no event shall the liability of Casa Geranium exceed the rental paid.

### 6. Period of Rental

Rentals commence, unless otherwise notified, at 15:00 on the day of arrival and terminate at 10:00 on the day of departure. Guests are expected to arrive between the times of 15:00 and 22:00. If you expect to arrive outside these hours, then please let us know well in advance so that we can arrange for our Representative to meet you. Very early departures (between 5:00 and 7:00) and late arrivals (between 22:00 and 24:00) will incur a "call out" charge of €10 (payable locally). Between the hours of 24:00 and 05:00 the "call out" charge will be €20. If you fail to inform us of a late arrival then you may not be able to access the apartment until the next morning, and you will be charged for the lost night.

The Customer is requested to check out by 10:00 on the morning of departure. Casa Geranium's Representative will check the apartment and inventory, collect the keys and return the key deposit (see point 10 below). Casa Geranium is unable to offer refunds as a result of time lost in the apartment due to flight delays or cancellations. In addition, refunds cannot be issued on apartment rentals terminated early by the Customer.

### 7. Location of apartment

Casa Geranium is located on the third and fourth floors of a traditional stone town house, on a secluded square off a sloping street leading up to the church of St. Euphemia on the peninsula in

the old town of Rovinj. Due to the nature of the houses located on the peninsula leading up to the church, the stairs leading up to Casa Geranium are slightly steeper than normal stairways. There are 20 of these steps and they may not be suitable for some. Please let us know before booking if you have any doubt about using the stairs.

#### **8. Number of Persons in the Property**

The number of persons occupying the property must not exceed four (4). Casa Geranium reserves the right to refuse entry to the entire party if this condition is not observed.

#### **9. Apartment Facilities**

Casa Geranium is a fully furnished and equipped apartment. Facilities in the apartment are as shown on Casa Geranium's website. Every care has been taken to ensure the accuracy of property descriptions. All information is given in good faith and believed correct at time of publishing. Casa Geranium reserves the right to make constant modifications to the property specifications that are considered essential. In the interest of continual improvement, we reserve the right to alter furniture, fittings, amenities, facilities or any part of any activities, either advertised or previously available without prior notice. We will inform you if access is needed to the apartment during a stay.

#### **10. Care of the Apartment**

Rental of the apartment also includes the use of all the facilities within the apartment, such as the television and satellite, hi-fi, washing machine, cooker, iron and ironing board. Satellite television and radio may not include access to all channels. The price stated for the rental period includes heating, clean bedding and bathroom towels, hot and cold water and electricity. Towels provided are for use within the apartment only. Only the beach towels provided must be taken and used at the beach. The all inclusive costs are based on 'reasonable' usage of heating and electricity. The Customer shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. Guests must immediately notify Casa Geranium if locks or doors or windows are not functioning properly.

#### **11. Breakages, Damages or Loss of Apartment Keys**

A cash key/security deposit of €150/£150 from the Customer will be held by Casa Geranium's Representative for the duration of the stay to cover the cost of breakages or damage to the property, loss of apartment keys or extra repairs or cleaning required. Casa Geranium also reserves the right to withhold the Customer's security deposit if heating and electricity usage is deemed to be unreasonable. Casa Geranium's Representative will inspect the apartment on the Customer's departure for damage or breakages prior to returning the key/security deposit to the Customer. All breakages must be reported immediately to our Representative.

#### **12. Neighbours**

Casa Geranium is located in a residential area. Guests are asked to respect the neighbours by entering and leaving the apartment as quietly as possible, and by switching off all lights on the communal stairway when leaving. Guests must ensure that there is no unreasonable noise, particularly between the hours of 23:00 and 08:00 (especially on the wooden flooring in the main bedroom). All guests, are expected to respect and have due consideration for other people and property. If, in our opinion or our Representative's opinion, this consideration is not followed and that any member of the party causes damage to Casa Geranium or undue distress to any of the neighbours that is likely to affect our relationship and goodwill with the neighbours, we are entitled, without prior notice, to terminate your booking. In this situation, the person (s) responsible will be requested to leave the apartment. No refunds will be made and we will not be responsible for any costs that may be incurred as a result of the termination of the booking.

#### **13. Travel Insurance**

Casa Geranium highly recommends its guests to take out their own holiday and medical travel insurance policies before travelling to Croatia, and it is a condition of your booking with us that you and all other members of your party, including infants and children, are adequately insured on your holiday. Any valuables left at Casa Geranium will be at the Customers' own risk. Casa Geranium will not be held liable to any person for personal injury or loss of, or damage to, his or her property however caused, whilst on the premises. Casa Geranium will also not be held liable to any person for personal injury or loss of, or damage to, his or her property incurred outside the apartment.

#### **14. Medical and Special Requests**

If the Customer has any special and/or medical requests or requirements, then it is the Customer's responsibility to advise Casa Geranium at the time of booking on the booking form. Although we will try to ensure that we meet all reasonable requests, we cannot guarantee that any or all requests can be met. It is the Customer's responsibility to bring to our attention any other relevant information that may also affect the stay at the apartment.

#### **15. Smoking**

Casa Geranium is a "No Smoking" apartment. Please respect this.

#### **16. Pets**

Pets are not allowed within the apartment. Please respect this.

### **17. Right of Entry**

Casa Geranium, its employees and agents shall be allowed the right of entry to the property at all reasonable times for the purposes of inspection, or to carry out any essential repairs or maintenance. In the unlikely event of needing to access the apartment during the Customer's stay, we will of course contact the Customer prior to entry to minimize disruption.

### **18. Children**

The Customer must accept responsibility for their own and their children's safety. Children's safety equipment must be used at the Customer's own risk.

### **19. Car Parking**

No car parking facilities are provided by Casa Geranium as the old town is pedestrianised. The town car parks are a 10 minute walk away from the apartment. These car parks are pay car parks.

### **20. Customer's Requirements**

Visitors to Croatia are required to have a full passport which has an expiry date of at least 6 months from the time of entry into the country. EU citizens are required to show their ID card. Croatian Law also requires that documents for each person in the Customer's party are produced on arrival for registration with the Tourist Office in Rovinj and payment of Tourist Tax (our Representative will organize this on your arrival). The Tourist tax rates are as follows:

#### **Tourist Tax Rates**

The rates below are for each adult a night:

January to February:	4.50 kuna
March to May:	5.50 kuna
June to September:	7.00 kuna
October:	5.50 kuna
November to December:	4.50 kuna

Children under 12 do not have to pay the above Tourist tax, and those between 12 and 18 only pay 50%

### **21. Complaints Procedure**

Should there be any cause for complaint during the occupation of the property, it must be notified immediately to Casa Geranium's Representative who will try to rectify the problem. Casa Geranium does not accept responsibility for claims related to matters which are not part of the accommodation (eg. noise or construction work from outside in the streets or elsewhere in the building). We also cannot be held responsible for the failure of the public utilities due to circumstances beyond our control.

The maximum compensation for the complaint will only relate to the cost of the affected service itself and not to the total amount paid for the stay to Casa Geranium.

### **22. Change of Terms and Conditions**

Under certain circumstances and events beyond our control, we may be forced to change our terms and conditions and other details relevant to your stay at Casa Geranium. While we will try to ensure such changes do not occur, they may at times be unavoidable. We do, however, reserve the right to make such changes if absolutely necessary. No liability can be accepted by Casa Geranium where the Contract is affected by 'force majeure'. In the context of these terms and conditions, 'force majeure' is any event that Casa Geranium or its Representatives could not, even with due care, foresee or avoid. These events include but are not limited to war, threat of war, riot, civil commotion or strife, hostilities, industrial dispute, natural disaster, fire, acts of God, terrorist activity, earthquake, nuclear disaster, adverse weather, government action, technical problems with transportation or other events outside Casa Geranium's control.

### **23. Data Protection Act**

Customer details essential to manage the apartment rentals are held on our data base. Casa Geranium keeps this data secure, and will never share it with anyone. The Customer has the right (a) to request that Casa Geranium does not send unsolicited information - e.g. on future availability and (b) to see any information held about them by Casa Geranium.

We hope that you enjoy your stay at Casa Geranium. In the event that you are not satisfied in anyway whatsoever, or that you experience any problems during your stay, then you must contact either our Representative or us immediately. We will try to rectify any problems as soon as possible. However, all complaints must be made before you leave the apartment, as any problems cannot be resolved retrospectively.

Andrew and Sarah Bennett  
Casa Geranium  
Email: [info@casgeranium.com](mailto:info@casgeranium.com)  
Website: [www.casageranium.com](http://www.casageranium.com)