

## GENERAL TERMS AND CONDITIONS

### ADRIA HOLIDAYS

#### GENERAL:

Adria Holidays operates in the scope and through the company Adria Home Ltd., VAT ID: SI66141125, Reg. No.: 1732528000, Kanižarica 41, 8340 Črnomelj, Republic of Slovenia (hereinafter: Adria Holidays).

Adria Holidays (or Adria Home, Ltd.) acts as an Internet intermediary Between an individual guest, buyer of accommodation at a Particular tourist destination (hereinafter: guest) and the provider of accommodation at a Particular tourist destination (hereinafter: accommodation or program organizer) .

Program or accommodation Organizers Independent suppliers of tourist accommodation capacities, Which act independently on the market, whereby Adria Holidays does not act as Their agent or representative.

These General Terms and Conditions (hereinafter General Terms) can occasionally be changed and updated.

The general terms are valid for all our direct or indirect services, available online, via cell phones, by e-mail, telephone, or and Any Other Way.

By Accessing, browsing, and the use of our website or Any of our applications on Any platform (hereinafter: website) and explicitly by filling out or confirming a booking, you agree That you have read, understood-, and That you agree and consent to The General Terms and Conditions. A guest, When Applying (via the Internet or by phone) signs a contract or application and Any case, Which contains the statement \ "I am familiar with the General Terms and Conditions of Adria Holidays and the travel program and accept Them, and Their entirety \ ". General Terms and Conditions are available to the guest at any given time on the website [www.adria-holidays.net](http://www.adria-holidays.net). An individual business programme is also available to the guest at sales sub-sites of our website [www.adria-holidays.net](http://www.adria-holidays.net).

General Terms and Conditions are used for all contracts, concluded Between Providers and visitors of our website.

When Applying by telephone or Internet, it counts That the user accepted the provisions These General Terms of When Their acceptance was confirmed and writing. Electronic messages or messages in electronic form also count as written Confirmations.

The website, its content, infrastructure, and service of online accommodation booking (hereinafter: Service) are owned and managed by Adria Home, Ltd., through ITS Internal Organizational structure Adria Holidays (hereinafter Also we or ours), and are only available for personal, non-commercial use Under the Conditions, Stated Below.

## **DEFINITIONS**

Adria Holidays, we, us, or ours, means Adria Home Ltd., limited responsibility company, Kanižarica 41, 8340 Črnomelj, Republic of Slovenia.

The website of Adria Holidays is a website and application, Which Allows Adria Holidays that Provide access to the service, which it owns, or is Entitled to it and another way, or the hosts it.

Service means providing online booking (WITHOUT Payment possibility) of various products or services, as providers occasionally offers on the website of Adria Holidays.

The provider is a provider of accommodation (e.g. hotels, camp sites, and other accommodation capacities, with or without food) and other products, related to the product or service, that is occasionally available for booking on the Adria Holidays website

Providers are independent economic or legal entities, who act independently on the market, where Adria Holidays does not act as their agent and / or representative, but under agreed upon conditions, for lower cost, enables them to appear on the website and thus a (co-)use of the website Adria Holidays.

## **OBJECT OF SERVICES**

Through the website of Adria Holidays, selected providers can advertise their services and / or products, whereby this is primarily for renting various types of (tourist) accommodation, and visitors can use the website to carry out their reservations via internet.

By completing each booking through the website of Adria Holidays, you enter into a direct and legally binding contractual relationship with a single provider, with whom you made your reservation. Adria Holidays only transfers the information about your booking to the appropriate provider and, on behalf of the provider, sends you the confirmation of booking, which contains information relating to the accommodation, designation and address of the tour operator / provider, and, if applicable, the designation and address of the intermediary, as well as the fact that they acts as intermediary. In performing our services we publish information that have been sent to us by the providers. These are fully responsible for updating all prices, availability of accommodation, and other information, which is presented to you, including imagery.

Although Adria Holidays performs its services diligently and conscientiously, we do not verify and do not guarantee that all information is accurate, correct and complete. We are also not responsible for any errors (obvious and / or "typographical" errors), any interruptions of telecommunications due to any temporary and / or partial breakdown, repair, upgrade or maintenance of the website or any other reason, imprecise, misleading or untrue data or incomplete disclosure. Completeness and correctness of information, including prices and availability is, at all times, the responsibility of the provider.

Also, our website is not, and should not be treated as, our recommendation or advertisement of the quality, level of service, or the price of providers and their offer.

Our service is intended exclusively for personal and thus non-commercial use. Reselling, deep integration (*deep-link*), use, copying, and observation (e.g. *spider*, *scrape*), display, download or reproduction any content or information, software, reservations, and other products on our website for any commercial or competitive purposes is not allowed.

## **PRICES AS PUBLISHED ON THE WEBSITE ADRIA HOLIDAYS**

Prices published on the website of Adria Holidays are competitive, which we strive for all the time.

Prices as published on the website of Adria Holidays, are valid for an individual accommodation, for a time period and under the conditions as follows from the individual bids, and include VAT / sales tax and all other taxes (except the tourist tax, which is paid in place of accommodation), unless the website Adria Holidays or the e-mail certificate specify otherwise. Prices may, in accordance with Art. 900 of the Code of Obligations, be subject to change.

Should an increase in the agreed price exceed ten percent; you may withdraw from the contract without compensation. In this case, the tour operator or provider must return the paid amount to you.

At a no show or cancellation, the provider may charge applicable fees and taxes (including tourist / town tax).

Occasionally, discounted prices are published on the website of Adria Holidays for a particular accommodation. These are set by the providers and may be subject to specific restrictions and conditions, for example in connection with the cancellation or refund. Before booking, please check details on the content of the offer, price, and any special conditions.

Prices are, as a rule, published in Euros. The currency converter is for informational purposes only and does not provide reliable and recent data; actual values may fluctuate.

In case of obvious error and inaccuracy (including spelling) such announcements are not binding.

All special offers and campaigns are specially marked.

## **PAYMENTS**

Our service is free for the visitors of the Adria Holidays website.

The only exception to the above rule is in the case of a change to an already made reservation. In such a case, a change, if at all possible, through Adria Holidays, is charged at a flat fee of 25 Euros plus the respective VAT, to be paid by the guest. Cost of the service provider (if any) is not included in this payment.

## **CREDIT AND DEBIT CARDS**

Each provider may offer the option of paying or insurance of reservations via a secure online payment. For certain services of Adria Holidays, payment for service providers may be made through payment processing services, while Adria Holidays in no case acts as the recipient nor provider of such payments. Payment is processed from your credit / debit card or bank account and deposited in a bank account through a third party's payment processor.

For specific pricing and products (non-refundable) or special offers, providers may require payment in advance by bank transfer or by credit or debit card. Accommodation checks the validity of your credit card (pre-authorisation) after booking and charges it, sometimes without the possibility of a refund. It is your responsibility to check all the details and conditions of the selected product or accommodation carefully before booking. In no case is Adria Holidays responsible for the authorized or unauthorized, or incorrect charges by the provider or the bank. Adria Holidays is also exempt of all responsibility in the case of a scam, deception, or unauthorised use of credit or debit card, or other means of payment.

## **GENERAL CONDITIONS OF PROVIDERS**

By booking with a particular provider, you agree with the rules of service, including those on cancellation and no show, and with any additional rules and conditions of service that apply to your reservation and stay in this accommodation, house rules, including services (Terms and conditions available in adequate housing). Cancellation and no show for each provider is written on our sites and on sites of the relevant information provider's pages during the booking process, as well as in the e-mail with confirmation of the reservation. Please note that certain rates or special offers do not allow cancellations or changes to bookings. At a non-refundable no show or cancellation, the provider may still charge the city / tourist tax. Please thoroughly examine all the conditions relating to the reservation before booking. Please note that the reservation for which an advance payment is required may be terminated without notice if the (remaining) amount cannot be obtained in its entirety at the specified date of payment in accordance with the rules of the provider on reservation and payment. Terms of cancellation and prepayment may vary depending on the type of accommodation. Carefully read the terms of service and important information in your booking confirmation regarding additional rules that can be enforced by the provider (in conjunction with the required age, deposits in case of damage, forbidden cancellations / accessories for group bookings, additional beds, failing to provide free breakfast, the acceptance of cards, pets, etc.). Late payment, wrong bank details, credit or debit card data, invalid credit or debit card, or insufficient funds, are your risk and responsibility, and will therefore not entitle you to reimbursement or refund of the advance payment amounts, if the provider does not allow exceptions in relation to their general rules.

To view, change or cancel your reservation, follow the instructions in the booking confirmation you receive by e-mail. Please note that your accommodation provider can charge for cancellation in accordance with the rules of accommodation cancellation, (pre) payment and no show, or that you may not be eligible for reimbursement of (pre) paid amounts. Carefully read the cancellation policy, (pre) payment and no show rules of the accommodation provider before you make a reservation, and make further payments on time, as required for each reservation.

If there is a late arrival on the day of application or the next day arrival, you must notify the provider on time, so that they know when you can be expected and avoid cancellation of your room or the no show charge. Adria Holidays does not accept responsibility for the consequences of late arrival or cancellation or no show costs, charged by the provider.

## **CONFIRMATION, FAMILIARISATION AND COMMUNICATION**

With a completed reservation process, in a suitable technical way or explicitly in writing (it is also possible via e-mail), you confirm and agree that you will receive: a) e-mail, which we may send before the date of your arrival and which contains information on your accommodation, various other information and offers (including third party offers, which you chose to be informed on), connected with your reservation and destination, and the provision, that Adria Holidays acts as an intermediary, and that you are explicitly familiar with the General Terms and Conditions of Adria Holidays and that, including the Statement on Confidentiality and the Statement on Cookies, you fully accept it; b) e-mail, which we may send soon after your residence at the accommodation, which contains an invitation to fill out a questionnaire on guest opinions.

Adria Holidays accepts no responsibility for communication with the provider. From requirements or communication sent to the service provider, you cannot exercise any rights or require any confirmations on communication or requirements being received. Adria Holidays does not guarantee that the request or communication will be sent, received or resolved by provider properly, or in a timely manner.

To properly complete ensure a reservation, you must use the correct e-mail address. We do not accept any liability regarding incorrect or misspelled addresses or e-mail, inaccurate or false (mobile) phone numbers or number of credit / debit cards.

All requests and complaints concerning Adria Holidays must be submitted on time or no more than two months after the planned utilization of accommodation (e.g. check-out date). All requests and complaints submitted after the expiration of 2-month period may be rejected, the applicant will lose the right to any compensation of damages or costs.

## **GRADING, CATEGORISATION**

Number of stars of an accommodation other than hotels (e.g. private rooms, mobile homes camping and glamping) will not coincide with the system of awarding stars, which applies to hotel accommodation. Individual classification by country is also possible with considerable differences between countries.

## **LIMITATION OF LIABILITY**

Subject to the limitations set out in these terms, we are, to the fullest extent as permitted by applicable law, responsible only for the actual damage caused by defaults of Adria Holidays, which occurred due to wilful misconduct or gross negligence by Adria Holidays. In any case, the maximum amount of liability of Adria Holidays for any form of damage, costs, reduction of property on any legal or factual basis shall be limited to the amount, received by Adria Holidays in connection with your booking.

Neither we nor our directors, employees, representatives, affiliates, partner companies, distributors, associate partners, license holders, intermediaries or others involved in the design, financing, encouraging or in the design of the website and its contents are responsible for: i) punitive, special, indirect or consequential loss or damage, loss of production, loss of profits, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim; ii) any inaccuracy relating to the information, including pricing, availability and ratings providers, which are available on our website; iii) the services rendered or products offered by the supplier or other business partner; iv) any (direct, indirect, consequential, or punitive) damages, losses or costs incurred arising from the use of or in connection with the use, inability to use or delay of our website; v) any (personal) injuries, death, material damage or other (direct, indirect, special, consequential or punitive) damage, loss or expenses, created or paid due to action, mistakes, violations, negligence, intention, omission, non-fulfilment, misleading information, damage responsibility or objective responsibility which may be, partly or completely, ascribed to the provider or any business partner (including their employees, directors, officials, representatives, representatives of companies or branch offices) and their products or services, which are (directly or indirectly) available, offered or promoted on our website or through our website, including all (partial) cancellations, reservations, strikes, force majeure, or any other events we have no influence on.

Irrespective of whether your provider may charge for their product, accommodation or service, they are the one who is always responsible for the collection, non-payment, remittance and payment of taxes, related to the final amount of the price, the tax authorities, and not Adria Holidays.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, all the software we use for our services, which is available or in use on our website and in other applications, with all intellectual property rights, including copyrights of content, information and material, is owned or in lawful use of Adria Holidays, its suppliers or providers.

Adria Holidays has and retains exclusive ownership of all rights, titles and interest in all intellectual property rights, appearance and design, including infrastructure of the web page, where service is available, including comments from guests and translated content and imagery, whereby you do not have the right to copy, rip, create (hyper / deep) links, publishing, promotion, marketing, integration, use, aggregation or any other use of the content (including its translation and comments of guests) or our brand without the prior express written permission of Adria Holidays. Any infringement of the provision above constitutes an infringement of our ownership rights and intellectual property rights that can be prosecuted under civil or even criminal law.

## **FINAL CLAUSES**

To the fullest extent, as permitted by applicable law, these terms and conditions for all our services are governed and construed in accordance with the Slovenian law. For all disputes arising from these general conditions and our service, the exclusive jurisdiction is with the District Court in Ljubljana.

## Out of Court Settlement of Consumer Disputes

If you're a consumer, as the consumer is defined by the Consumer Protection Act, in case of any potential dispute, arising from or subject to the general conditions and services, Adria Holidays will try to solve the dispute through the platform for settlement of consumer disputes (SRPS). On the platform for online dispute resolution for consumer disputes, which the consumer can access via the link below, which is also available on the website of Adria Holidays, with a link to the platform for online dispute resolution for consumer disputes (SRPS) also available on its website.

The platform is available to consumers here:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SL>.

Outside of that Adria Holidays, in accordance with Article 8 of the Law on the extra-judicial settlement of consumer disputes and the principle of voluntariness, does not recognize any provider of alternative dispute resolution for consumer disputes as authorised for resolving consumer disputes, unless a special law or a regulation of the European Union expressly provides for such a case.

That legislation arises from the Act on the extra-judicial settlement of consumer disputes, Regulation (EU) No. 524/2013, the European Parliament and of the Council on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2016/2004 and Directive 2009/22 / EC.

The original of these General Terms and Conditions is written in the Slovenian language and subsequently translated into other languages. In case of a dispute about the contents or interpretation of the provisions and conflict or discrepancy between the Slovenian original and any other language version of these terms, the Slovenian text shall apply and prevail.

If any provision of these Terms is or becomes invalid, unenforceable or non-binding, these terms and conditions shall remain valid. In such a case the invalid provision is used and enforced to the fullest possible extent permitted by law, or is replaced by another provision, nearest to the invalid provision in the legal and economical sense.

Ljubljana, 05.07.2018