

## General business terms

### 1. Reservation, method of payment and general rules

Inquiries and reservations are accepted through our website, by mail, e-mail, telephone, fax or in person at the reception of our hotel. (Walk-in)

By reserving capacity through the above methods, the user declares that he accepts these General Terms of Service in full.

All of the following becomes binding for both the service user and Agave Heritage hotel d.o.o.

When reserving capacity, the service user is obliged to provide all required information. In order for a reservation to be considered valid, the service user must guarantee the reservation with a valid credit card. We use your credit card to charge a reservation as a percentage of the amount agreed upon. Bearing in mind that all our bookings except those made through Booking.com are non-refundable. So all reservations made by inquiry via email, or via the website are charged immediately in full, unless otherwise agreed.

In case of no-show, and the reservation has been charged in advance, Agave Heritage hotel d.o.o. issues a voucher on the basis of which the guest can use his credit (amount charged for unrealized reservation) in the next 6 months.

Prepayments made with any card are considered non-misuse, even though the Visa and mastercard are not signed, or in case the booking holder is not the cardholder.

All other payments are made upon arrival at the reception, by credit card or in cash. Your personal information, as well as your credit card information, is fully protected. The data transfer takes place via a security server. All reservations via the online reservation system are considered valid only after confirmation of the reservation by the Agave Heritage Hotel. Notice / confirmation of reservation can be presented at the reception upon arrival at the hotel. The reservation can be confirmed online, by e-mail or fax.

Reception of guests is from 14:00, and check-out of guests until 11:00. For each earlier arrival of the guest or non-compliance with the time of leaving the room, the hotel has the right to charge as much as indicated in a particular part of the year or whether it is pre-season, sub-season or season.

Agave Heritage hotel d.o.o. can use the card given as a booking confirmation to charge for the undeclared and consumed mini bar, lost keys and destroyed hotel property, based on the price list posted in the room.

### 2. Tourist tax

In accordance with the regulations governing the payment of the sojourn tax, the user of the service is obliged to pay the sojourn tax when paying for hotel accommodation. The amount of tourist tax in the Republic of Croatia varies according to the season and destination you are traveling to. Children up to 12 years do not pay the residence tax while children from 12 to 18 years have a 50% discount. The amount of the sojourn tax is paid when paying the rest of the booking fee. The amount of paid sojourn tax is clearly indicated on the invoice issued to the user when calculating and paying for the service. The amount of the sojourn tax is determined by the Government of the Republic of Croatia at the proposal of the Minister

### 3. The guest's right to change and cancel reservations

In case the guest wants to change or cancel the reservation made at his request, he must do so in writing (by e-mail, mail or fax). In the event that a change of reservation is not possible, and if the guest therefore cancels the confirmed reservation, the refund should not be made but the guest is given a voucher as stated in point 1.

### 4. Object video surveillance notification

Pursuant to Article 43 of the Occupational Safety and Health Act,

The guest is informed about the existence of active video surveillance within the company's premises. The aim of the supervision is primarily security reasons, and in order to reduce the risk of robbery, burglary, theft and similar events at work or in connection with work. Pursuant to Article 7 of the Personal Data Protection Act. Agave Heritage hotel d.o.o. undertakes to use the collected data exclusively for the above purposes. Agave Heritage hotel d.o.o. undertakes in accordance with Article 43 of the Occupational Safety and Health Act not to use the recorded materials for any purpose not prescribed by this Article, not to broadcast them in public or in front of persons who do not have the authority to supervise general safety and protection at work, and undertakes not to allow access to the recorded material to unauthorized persons.

### 5. Obligations of the accommodation service provider

Commitment of Agave Heritage Hotel d.o.o. is a constant concern for the quality of the service provided, in accordance with legal regulations, rules of the profession, and generally accepted customs and traditions in the tourism and hospitality industry. Agave Heritage Hotel d.o.o. will endeavor to fulfill its obligations in full unless circumstances arise that are beyond our control.

Agave Heritage Hotel d.o.o. reserves the right to change the reservation or the manner of providing services at any time, if circumstances arise that are beyond our control, which cannot be foreseen, avoided or delayed. The confirmed accommodation unit can be replaced by an accommodation unit of the same or higher category while retaining the same price that was valid at the time of booking confirmation and timely informing the guest about the change. In cases where alternative accommodation cannot be found and the reservation is paid in advance, Agave Heritage d.o.o. reserves the right to cancel the reservation and refund the entire amount paid.

### 6. Obligations of service users

The user of the service is obliged to obtain and possess all personal documentation required upon arrival and departure from the accommodation units of Agave Heritage d.o.o. The user of the service is obliged to adhere to the house rules prescribed by Agave Heritage d.o.o. Before arrival, the service user is obliged to check the visa regime between the Republic of Croatia and the country from which he comes, and to check whether any additional travel document is required for his entry and stay in the Republic of Croatia.

### 7. Prices of services

The price of the service represents the amount per person / day or per room / day as stated in the price list of services. Additional services are not included in the price and the user pays extra. Agave Heritage hotel d.o.o. reserves the right to

change the prices of services at any time. For customers who have paid a deposit or provided an acceptable booking guarantee, Agave Heritage hotel d.o.o. guarantees the prices that were in force when the booking was made. For stays without reservation list at the reception. All payments will be made in HRK. If you use a credit card from a foreign issuer for payment, the price expressed in kunas will be converted into the local currency in which the foreign issuer issues an invoice for the costs charged to the credit card. This conversion will be performed using the exchange rate agreed between the foreign issuer and the credit card user, and therefore there is a possibility of deviation of the amount for which your card will be charged from the original price listed on our website. When booking more than 5 rooms, different policies and additional supplements may apply. Pets are allowed with prior notice and approval. Extra bed is charged extra per night per person. A baby cot is available for free use for children up to 3 years old.

#### 8. The right to object

If the services from the offer are of poor quality, the guest can file a written complaint. Every guest has the right to complain about the unperformed paid service. Each guest - holder of a confirmed reservation, submits a complaint separately. The guest is obliged to cooperate with the staff of the accommodation unit in good faith to eliminate the causes of the complaint.

#### 9. Complaint procedure:

The guest is obliged to immediately advertise the inappropriate service at the reception or inform Agave Heritage hotel d.o.o., at [e-mailinfo@hotelagavasplit.com](mailto:e-mailinfo@hotelagavasplit.com), by mail: Babina 16,21000 Split.

Agave Heritage hotel d.o.o will acknowledge receipt in writing and respond to the complaint within 15 days of filing the complaint.

#### 10. Jurisdiction

All disputes or disagreements will be resolved by agreement in a manner acceptable to both parties, and if no solution can be reached, the jurisdiction of the territorially competent court shall be accepted.

#### 11. Protection of personal data

##### Data covered by the privacy policy system

The information we ask from guests and which are protected are: name and surname, address, e-mail address, telephone and / or fax number, means of payment, invoices and other information that you provide, and note that you want to remain confidential. You can unsubscribe from our mailing list at any time with an explicit statement, after which Agave Heritage hotel d.o.o. will not use your data for promotional purposes.

##### 12. Purpose of the obtained data

All data obtained from the guest are used exclusively for the most efficient response to the guest's request, ensuring the provision of the requested service, promotion of our services (newsletter), our internal statistical data processing, the ability to send publications, brochures and other promotional materials.

Agave Heritage hotel d.o.o. guarantees that the collected data will be used only for the stated purposes. By providing your personal data through all forms of communication, you give your explicit consent that Agave Heritage hotel d.o.o. may address for the stated purposes. In case you do not want Agave Heritage hotel d.o.o to contact you, you are obliged to inform

Agave Heritage hotel d.o.o in writing.

##### 13. Duration of the privacy policy

The moment you submit your information, you agree to be contacted and enter our mailing list. The moment of entry represents your consent to contact.

##### 14. Content of the privacy policy

We do not sell, rent or make available your email address and other information to third parties without your consent, as this is contrary to our privacy policy. Agave Heritage d.o.o. is not responsible for accidental error or error due to force majeure, or other objective circumstances that cause accidental breach of the guaranteed protection of your data, but guarantees that the error will be rectified, if possible, as soon as possible.

##### 15. Cookies and Internet technologies

As with many other portals, ours can use cookies and other technologies that make it easier for us to deliver content depending on your areas of interest, process reservations or requests, and / or analyze the characteristics of your visits. Cookies by themselves cannot be used to reveal your personal identity. When you access our website, this information identifies the properties of your browser to our servers, but not you. If you want to delete or disable cookies on your computer at any time, you can update your Internet browser settings.

##### 16. Protection of personal data of children

Agave Heritage hotel d.o.o. does not want and does not intend to collect personal data of persons under the age of 14, will not use it in any way nor will it disclose it to third parties. The personal data of the child and the parents are deleted from our database if the parents request us to do so. As a parent or guardian, you always have the right to request access to all personal information about your child that we have received on one of our sites, you can request the deletion of data (if this information is still in our database) and / or prohibit our future collection and use of your child's information.

If you are a parent and want to exercise that right, let us know.

##### 17. Data change

You can contact us at any time to review your personal information, as well as to update, correct or delete information. Until then, we are using your old data for the stated purposes.

If you need to file complaints and resolve consumer disputes online, you can use the Online Consumer Dispute Resolution Platform. You can access this platform as well as all the necessary information via the link <http://ec.europa.eu/odr>.