

GENERAL TERMS AND CONDITIONS OF MAYREN MANAGEMENT AND RENTALS

IN GENERAL

MAYREN management and rentals is a travel agency (hereinafter: MAYREN) owned by a commercial company Cespel d.o.o.(Ltd.) specialized for agency activities in renting private villas with swimming pools. MAYREN contracts accommodation services directly with real estate owners to secure its guests a service at the highest possible level. All advertised villas are under contract with MAYREN, and they all have licenses issued by the state authorities.

INTRODUCTION

In the rental contract which you enter into with MAYREN as an agent, you as a lessee (hereinafter: guest) conclude with the villa-vacation house owner (hereinafter: Villa) as a lessor (hereinafter: Owner). MAYREN acts exclusively as an agent, and it shall be liable only as an agent. By paying an advance for the reservation of the selected villa in the demanded period, you unconditionally accept these General Conditions which shall be published on the web page of MAYREN www.rentals.mayren.hr which come to force on the day of publishing. After MAYREN receives the payment of the reservation down payment, it shall send a written villa reservation confirmation to the guest (hereinafter: confirmation), which shall contain a precise villa location and all necessary contact information. A written reservation confirmation with these General Conditions makes a Rental contract between the guest as a lessee and the owner as a lessor. The guest must be older than 23 years on the villa reservation day.

1. ARRIVAL

The booking confirmation contains information about the time of arrival and departure. This time the arrival is typically 16:00 local time. In case of earlier arrival, the guest shall be able to take over the villa only in agreement with MAYREN. The keys shall be handed over directly by the MAYREN personnel or the owner. The check-out must always be no later than 09:00 on the departure day, and the guest is obliged to return the keys to the MAYREN personnel or the owner. In case of later departure than the agreed one, the guest is obliged to pay to the owner all additional costs, incurred to the owner, and the MAYREN charges them directly on the spot to the guest.

1.1 Guest registration

The guest is obligated by Croatian law to provide the villa owner/villa host with official identification documents containing personal details for tourist registration purposes with the national tourist board (HTZ). This information will not be used for any other purposes.

2. VILLA

2.1. Number of guests

The number of persons (including children) accommodated in the villa cannot be higher than the one mentioned in the confirmation. The number of persons can be increased until the maximum capacity no later than 3 (three) days before arrival. The requested change of the guest number must be submitted in writing by email directly to MAYREN. After the lease begins, the guest is obliged to announce all visitors who visit him(her). The total number of persons at the villa's property, including the guests and visitors, cannot be higher than the maximum number of guests permitted without the special permission of the owner. Otherwise, MAYREN retain the right to terminate the lease agreement, which comes into force immediately, without the notice period, and the guest is obliged to leave the villa permanently together with all persons which stay there within 2 (two) hours, and he has not entitled to demand the return of the sum of the paid accommodation from the owner or MAYREN.

2.2. Youth groups

The guests younger than 25 years are obliged to inform MAYREN immediately at the reservation about the exact number of guests and their age. In this case a payment of an additional deposit might be necessary for property damage or an additional insurance policy for the property damage liability from the Clause 6 of these conditions in order to keep the reservation. MAYREN and the owner retain the right to reject the groups of guests younger than 25 years in case that MAYREN has not been informed about their arrival, and in that case the guests are not entitled to a return of the paid accommodation price.

2.3. Tents and camp trailers

It is forbidden to build tents or bring camp trailers or similar. The owner or MAYREN is authorized to demand that the guest remove above mentioned without delay. If the guest does not fulfill the mentioned requests immediately, the owner and (or) MAYREN are authorized to terminate the lease agreement without a notice period. The guest is obliged to leave the villa permanently with all the persons who stay there within 2 (two) hours. The guest is not entitled to demand a return of the paid accommodation price from the owner or MAYREN.

2.4. House pets and allergies

Villa's that permits to keep pets contains mark on the web page of MAYREN. Pet's fee is 50€ per week per pet. Upon the reservation process, the guest define the number of pets. It is not permitted to keep more pets than the number registered on the confirmation. If the guest wishes to bring more than 3 (three) pets, he has to have written permission of MAYREN. The pet owners are responsible for cleaning pet waste after their pet. The pets are not allowed to sit on the furniture at any moment. Each evidence of breaking the rules may cause additional cleaning costs. Pets must be vaccinated against rabidity and other illnesses by valid regulations. Keeping pets in a villa is an exclusive responsibility of the guest, and owners and MAYREN do not take over any responsibility for a possible illness or injury that the pets might suffer during the stay. Pets are not allowed in the pool. In villas where keeping pets is not permitted, neither the owner nor MAYREN can guarantee that no pets were present. MAYREN does not take over responsibility for allergic reactions of guests, which might occur in any of the villas. If the guest brings a pet that was not announced, the owner and(or) MAYREN retain the right to immediately terminate the rental contract, without the notice period. The guest is obliged to leave the villa permanently within 2 (two) hours with all the persons who stay there, and he has not entitled to demand from the owner or MAYREN the return of the paid accommodation price.

2.5. Newly built villas

At the reservation of the newly built villas the gust must be aware that it might happen that there was not enough time for the grass, plants, flowers or other horticulture to grow in the garden.

2.6. Noise

Guests are not allowed to make a party in the house and/or around the property. In case the guests disturb public order by noise and do not calm down after the warning, that can be considered a severe breach of the rental contract provisions, in which case the owner and/or MAYREN are authorized to terminate the rental contract which comes into force immediately, without the notice period, and the guest is obliged to leave the property permanently together with all the persons who stay there within 2 (two) hours, and he has not entitled to demand the return of the paid accommodation price form the owner or MAYREN.

2.7. Swimming pools

The guests have to obey the instructions referred to the usage of swimming pools given by the owner or MAYREN due to their safety. The guest is responsible for using a swimming pool in any sense. The children must not be present in the swimming pool area without the supervision of adults. For the

accommodation reserved for out of the summer season, the swimming pool might be out of use. Usage of whirlpools is related to certain health risks. The water in the whirlpools might not be warm until the late evening hours on the day of the guest's arrival. It is forbidden to stay on the whirlpool lids. The lids are for isolation, are not designed and adjusted to bear the weight, and can be easily broken. If the lid breaks, the guest is obliged to compensate for damage directly to the owner.

2.8. House order

Each villa has its house order in a visible place and is available to the guest. Guests are obliged to obey the house order rules. Violation of the house order can be considered a severe breach of the rental contract provisions, in which case the owner and(or) MAYREN are entitled to terminate the rental contract immediately without the notice period, and the guest is obliged to leave the villa permanently with all the persons who stay there within 2 (two) hours, and he has not entitled to demand the return of the paid accommodation price from the owner or MAYREN.

3. PRICES AND PAYMENT

Unless otherwise mentioned, all the prices are in Euros per villa per week. The payment by bank transfer is in Euro currency. MAYREN cannot be responsible for: the exchange rate differences or fees of other bank institutions. The reservation is binding. By the advance payment in the amount of 30% of the agreed accommodation price, the reservation is confirmed, and the General conditions which make a constituent part of the villa rental contract are accepted. After the payment, MAYREN shall send a written reservation confirmation by email with all the necessary information about the accommodation. In case of the non-payment within 7 (seven) days from the reservation day, the Rental Contract is terminated, and MAYREN is authorized to conclude a new Rental contract with another guest without special notice to the guest.

The accommodation price includes the costs: water, gas, electric power, internet, bed-linen, towels, kitchen towels, maintenance of the swimming pool and exterior, registration of stay and residential tax, and the value-added tax. The final cleaning and pet fee are not included in the accommodation price.

For the rest payment (70% of the agreed accommodation price) payment methods are cash on the arrival day or bank transfer 3 (three) days before the arrival. In case of reservation cancelation, all the payments will not be returned within 60 days before arrival.

3.1. Reservations made 30 days and more before the beginning of the rental period:

For the reservations made 30 days or more before the beginning of the rental period, the following conditions shall apply:

- a) advance payments of 30 % of the total agreed accommodation price has to be received by MAYREN within 7 (seven) days
- b) the rest of 70 % of the total agreed accommodation price is due for payment no later than 3 (three) days before the beginning of the rental period by the bank transfer. The payment in cash is due for payment immediately on the day guest's arrival, and the guest is obliged to pay the rest immediately directly to the MAYREN personnel.

There is no possibility to pay electronically (cards/pay pal) in the villa.

3.2. Reservations made 30 days and less before the beginning of the rental period:

- a) The total rental amount is due immediately with bank transfers.
- b) In case of the payment of a part of the agreed accommodation price in cash, the advance payment in the amount of 30% from the total agreed accommodation price is due immediately for payment. The rest of 70% is due for payment immediately on the day of the guest's arrival, and the guest is obliged

to pay the rest directly to the MAYREN personnel. There is no possibility to pay electronically (cards/pay pal) in the villa.

3.3. Non-observance of the payment due dates

The guest is obliged to make payments within the payment deadline in a way described in this clause of the General Conditions. Otherwise, such behavior is considered a severe breach of contract obligations, the Rental Contract will be terminated without the notice period, and MAYREN is not obliged to inform the guest about it. MAYREN shall, although it is not obliged, by its business policy of appreciation of its guests, send the guest a notice as a reminder of the payment obligation with an appropriate fulfillment period. On the occasion of the contract termination, all the payments made to MAYREN shall not be returned.

4. TERMINATION AND CHANGES

4.1. A concluded rental contract can be terminated only in writing (by email). The termination is effective only from the day when MAYREN received such a termination notice and only under the conditions from this Clause.

4.2. In case of termination of the Rental Contract, all the received payments until the termination date shall be retained, and the guest is not entitled to their return.

4.3. In case of guest finds another guest as his substitute in the same period, for the same price and under the same conditions, MAYREN shall immediately transfer the Rental contract to a new guest, and it shall send him(her) a written confirmation about it.

MAYREN shall retain the received accommodation payment amount after transferring the contract. The new guest is obliged to pay the rest up to the total accommodation price, which makes an integral part of the contract.

4.4 In case of unavailability of the object for rent due to the Act of God such as An earthquake, flood, fire, etc., MAYREN and the owner are not responsible for canceling reservations. The guest may be offered alternative accommodation or return the money paid until then.

5. DEPOSIT IN CASE OF DAMAGE

The guest is obliged to leave a deposit in cash or bank transfer on arrival to the villa as insurance for the possible causing the damages. The security deposit will receive MAYREN personnel or the owner and shall be stated in the written reservation confirmation.

The deposit is a security to the owner for causing damages to the villa, and the owner is entitled to cover the damage from the deposit.

In case the cost of damage is higher than the deposited sum, the guest is obliged to pay the total damage amount to the owner. If no damage is caused to the villa, the owner is obliged to return the deposited sum to the guest at the takeover of keys or within 5 (five) days after the guest's departure.

6. DAMAGE

The guest is obliged to behave responsibly towards the rented villa with an appropriate observance. The guest is obliged to return the villa in the condition in which he(he) received it. For any caused damage, the guest is liable directly to the owner. The owner is entitled to use a deposit to cover the damage by Clause 5 of these Conditions. If the deposit does not cover the damage, the guest is obliged to pay the difference up to the total damage amount directly to the owner. Intentional property damage or disturbance of public order is considered a severe breach of provisions of the Rental Contract, in which case the owner and(or) MAYREN are authorized to terminate the Rental Contract immediately, without the notice period, and the guest is obliged to permanently leave the villa within 2(two) hours together with all the persons who stay there, and he(he) has not entitled to demand a return of the

paid accommodation price from the owner or MAYREN. The guest is obliged to immediately report to the MAYREN the occurrence of any kind of damage on the villa or property around the villa during the rental period. On the day of departure, and before the return of keys, the guest is obliged to examine with the MAYREN personnel or owner, the villa and the property around the villa. If no damage is caused, MAYREN or the owner is obliged to return the deposit from Clause 5 of these Conditions, if he/she received it, to the guest. Additional cleaning is considered as damage, due to the bad condition in which the guest returned the villa to the owner. The owner is entitled to use a deposit to cover that damage or demand immediate payment. For all possible disputes, the owner and the guest shall settle among themselves without MAYREN.

7. ADDITIONAL SERVICES

7.1. Telephone

The use of a telephone is not included in the accommodation price, but it can be agreed directly with an owner if there is a possibility. The calculation method of phone use is a subject of the agreement between the guest and the owner. If the phone use is agreed to as an additional service, the owner is entitled to demand from the guest to leave a higher deposit from Clause 5 of these Conditions than the deposit mentioned in the Confirmation.

7.2. Other additional services

If the guest has special requests not included in the accommodation price (such as cooks, waiters, specific food, etc.) they shall be fulfilled, if there is a possibility, by the owner or a third party. Additional services must be announced in advance by email to be fulfilled if there is a possibility of top quality. MAYREN neither provides nor charges extra services, but only gives support in their arrangement, and MAYREN cannot be considered liable for the quality of services provided by third parties.

8. DAMAGES, COMPLAINTS AND REPAIR

If the guest at the takeover of the villa notices an insufficient cleaning, damage, or other irregularities in the villa, or has complaints of another type, he/she shall file a complaint no later than within 24 hours. The complaints regarding cleaning are filed immediately. The guest shall contact directly to MAYREN by phone or email to settle the claim satisfactorily. Written complaints are delivered to the email address: miren@mayren.hr

The guest should try to avoid the damage occurrence or its expansion and contribute the effort to minimize any loss for the owner. In case of any complaints, the guest is obliged to give an appropriate term to the owner to settle the complaint.

MAYREN has checked the object condition at the contract conclusion with the owner, and is not liable for possible additional deviations from the provided information mentioned on the web page.

The guest's departure from the villa before the end of the foreseen rent without the previous notice and agreement with MAYREN shall be at risk and costs of the guest, and MAYREN has no liability.

The owner is exclusively liable to the guest for possible direct property damage. Neither MAYREN nor the owner can be considered responsible for any form of non-material damage in the form of a breach of personality right.

9. VILLA TECHNICAL EQUIPMENT

Villas contain all necessary devices, technical equipment, and other conveniences to secure a pleasant stay for the guest. The owner is obliged to secure the proper function of all devices in the villa. In case of a malfunction of any of the devices, the guest shall inform the owner and(or) MAYREN to organize the repair and remove the malfunction as soon as possible. The owner is obliged to remove the reported malfunction within a reasonable period. The owner is liable directly for the malfunctions, and MAYREN

shall undertake everything possible to repair or remove the failures or other irregularities in the shortest possible period.

10. MAYREN AS AN AGENT

MAYREN is a travel agency that provides agency services in renting villas based on an agency contract for the provision of accommodation services concluded with the villa's owners. MAYREN is not the villa's owner.

The owner is obliged in the contract with MAYREN to give accurate and complete information about the villa, and therefore he/she takes over full responsibility for the guest. If the accommodation reservation cannot be completed due to the reasons which are out of control of MAYREN (such as execution sale or due to a severe contract breach by the owner or something similar), MAYREN is authorized to cancel the reservation and the paid amount for accommodation return to guest without delay. As an alternative and on the basis of the selection of the guest, MAYREN can be offered another similar villa for the same price to the guest.

11. ACT OF GOD

In case the concluded Rental contract cannot be fulfilled or its fulfillment becomes significantly difficult due to an act of God (e.g. war, natural disaster, environmental disaster, epidemics, the closing of borders, strike, and similar act of God), which could not be foreseen at the time of the rental contract conclusion, MAYREN and the owner may terminate the Rental Contract as neither MAYREN nor the owner can be deemed liable in the above-mentioned cases.

12. FINAL PROVISIONS AND JURISDICTION

12.1. MAYREN is not liable for photographic errors and print-out errors of a written confirmation.

12.2. MAYREN transmits all the villa information on the web page and aims to provide as accurate and up-to-date information as possible, which it collects from the villa owners. The owner is exclusively liable for giving accurate and complete information about the villa, and MAYREN cannot be considered responsible in case of inaccurate, incomplete, or false information.

12.3. Each business use of information published on the web page www.mayren.hr including any partial or complete reproduction, represents a breach of the copyright.

12.4. In case of breach of provisions of this Rental Contract, the owner (after the consultation with MAYREN) and/or MAYREN are obliged to terminate the Rental Contract immediately, without the notice period, and the guest is obliged to leave the villa permanently within 2 (two) hours together with all the persons who stay there, and he/she has not entitled to demand a return of the paid accommodation price from the owner or MAYREN.

12.5. These General business conditions are made in the Croatian language and translated into the English language by an authorized court interpreter. In case of a doubt regarding the interpretation of particular terms in the translated version of these General Conditions, the original version in the Croatian language shall be binding.

12.6. The contracting parties shall try to settle all possible disputes in an agreement. In case of any dispute, the parties agree on the competence of the Court in Rijeka and the application of Croatian law.