

GENERAL TERMS AND CONDITIONS OF BUSINESS AND ACCOMMODATION RESERVATION

HOTEL MARINA, FAŽANA

ARTICLE 1. GENERAL PROVISIONS AND SERVICE PROVIDER

1.1. These General Terms and Conditions of Business (hereinafter referred to as: **General Terms**) govern the terms and procedures for booking, payment, provision, and cancellation of hospitality accommodation services, as well as the rules of stay for guests at **Hotel Marina**, located at: **Trg stare škole 2, 52212 Fažana, Republic of Croatia**.

1.2. The hospitality service provider is:

- **Legal entity:** Terra rex d.o.o.
- **Registered office:** Trg stare škole 2, 52212 Fažana, Republic of Croatia
- **PIN (OIB):** 15123395675
- **Company Registration No. (MBS):** 02349159
- **E-mail:** fazanahotelmarina@gmail.com
- **Phone:** +385 91 913 8899

(hereinafter referred to as: **the Hotel**).

1.3. A Guest is any natural person or legal entity requesting, booking, or using the services of the Hotel (hereinafter referred to as: **the Guest**).

1.4. By confirming a reservation (via the Hotel's website, online booking engine, e-mail, phone, or in person), the Guest is deemed to have fully read, understood, and accepted these General Terms.

ARTICLE 2. RESERVATION PROCESS AND CONTRACT CONCLUSION

2.1. Inquiries and accommodation reservations are submitted via the online booking system, e-mail, or telephone.

2.2. The contract for the provision of hospitality services is deemed concluded at the moment the Hotel issues a **written confirmation voucher** containing a unique reservation number to the Guest, provided that a valid payment guarantee or advance payment has been successfully executed.

2.3. The Hotel reserves the right to decline a reservation if the payment card details are invalid or if the card authorization fails security checks.

ARTICLE 3. PRICES AND CHARGES

3.1. All prices are stated in **Euros (€)** and include Value Added Tax (VAT) in accordance with the applicable statutory rates of the Republic of Croatia.

3.2. The accommodation price covers solely the services explicitly specified in the reservation confirmation. Additional services (e.g., mini-bar consumption, à la carte meals, etc.) are charged separately according to the Hotel's current price list.

3.3. **Tourist Tax:** The tourist tax is calculated pursuant to the applicable Tourist Tax Act of the Republic of Croatia per person per day and, depending on the selected rate, is displayed on the invoice.

Children and specific categories of guests are entitled to statutory exemptions or discounts as defined by law.

3.4. Prohibition of Surcharges for Card Payments (No-Surcharge Rule): In compliance with the operational rules of the Visa and Mastercard payment networks and the EU Payment Services Directive (PSD2), the Hotel **does not charge any additional administrative fees, processing fees, or surcharges** for payments made by debit or credit cards.

ARTICLE 4. CARDS, GUARANTEE, AND PAYMENT SECURITY (VISA & MASTERCARD STANDARDS)

4.1. Accepted Payment Methods: The Hotel accepts cash payments (up to the legally permitted limit for cash transactions), bank transfers, and payment cards: **Visa, Mastercard, and Maestro.**

4.2. Cardholder Authentication and SCA (Strong Customer Authentication): When entering card details online, the highest security standards are enforced (PCI-DSS compliance, 3-D Secure 2.0 / Visa Secure / Mastercard Identity Check), requiring strong customer authentication to protect against fraudulent transactions.

4.3. Payment Card Guarantee and Pre-authorization:

- To secure the reservation, the Guest provides valid credit or debit card details as a payment guarantee.
- In accordance with Visa and Mastercard operational rules for accommodation providers (*Lodging Merchant Rules*), the Hotel reserves the right to process a **temporary pre-authorization (hold)** of funds on the card in the amount of the first night or estimated stay amount prior to the Guest's arrival.
- A pre-authorization is not an actual charge, but a temporary hold on available funds. Upon check-out and issuance of the fiscal receipt at the front desk, the pre-authorization is converted into a completed charge or released if the Guest chooses an alternative payment method. The Hotel charges the card solely up to the actual invoice amount.

4.4. Advance Payment / Deposit: If the booked rate requires an advance deposit, funds will be charged upon issuance of an advance payment invoice detailing all applicable tax items.

ARTICLE 5. CANCELLATION POLICY

Cancellation terms depend on the booked rate and are clearly presented to the Guest prior to final confirmation:

5.1. Standard (Flexible) Rate:

- The Guest may cancel the reservation free of charge up to **2 days prior to the arrival date** (by 14:00 local hotel time).
- In the event of a timely, free cancellation, the Hotel will release pre-authorized funds or refund any advance deposit within a maximum of 5 business days.
- In the event of late cancellation (after the free cancellation deadline) or shortened stay, the Hotel reserves the right to charge a late cancellation fee equal to 100% of the first night's rate.

5.2. Non-Refundable Rate:

- By selecting the non-refundable rate, the Guest receives a discounted price. The total reservation amount is charged immediately upon reservation confirmation.
- In case of cancellation, date modification, or no-show, the paid amount is non-refundable in its entirety.

5.3. Issuance of Cancellation Confirmation Code (Visa & Mastercard Compliance):

When a Guest cancels a reservation in accordance with the applicable terms via e-mail or online system, the Hotel will promptly issue a written **Cancellation Confirmation Code** indicating the exact date and time of receipt. This code serves as official proof of timely cancellation in the event of any payment card dispute (*chargeback dispute*).

ARTICLE 6. NO-SHOW

6.1. If the Guest fails to arrive at the Hotel on the scheduled check-in date without prior written cancellation in line with the rate policy, the reservation will be recorded as a *No-Show*.

6.2. In the event of a No-Show:

- Pursuant to Visa and Mastercard lodging standards, the Hotel is authorized to charge a no-show fee to the guarantee card in the amount of the first night (for standard rates) or the total reservation amount (for non-refundable rates).
- The room will be held for the Guest until 10:00 the following morning, after which the Hotel reserves the right to release the room for resale unless the Guest has explicitly notified the Hotel of a late arrival.
- On the issued invoice and charge record, the transaction will be explicitly labeled as **“NO SHOW”**.

ARTICLE 7. CHECK-IN AND CHECK-OUT

7.1. **Check-in:** The room is available on the day of arrival from **14:00**.

- Upon check-in, every Guest must present a valid official government-issued ID (identity card or passport) for statutory guest registration in the national **eVisitor** system operated by the Ministry of Tourism and Sport of the Republic of Croatia.
- Front desk staff reserves the right to request physical presentation of the payment card used for reservation guarantee to verify the cardholder's identity.

7.2. **Check-out:** The room must be vacated on the departure date no later than **11:00**.

7.3. **Late Check-out:** Subject exclusively to prior arrangement and room availability. Unauthorized occupancy of the room after the specified check-out time is subject to additional charges pursuant to the Hotel's official price list.

ARTICLE 8. HOUSE RULES, DAMAGES, AND DELAYED CHARGES

8.1. Guests are expected to conduct themselves with care and consideration, observing the house rules and the peace of other guests (specifically during quiet hours from **22:00 to 09:00**).

8.2. **Strict Non-Smoking Policy:** Smoking is **strictly prohibited** in all guest rooms and enclosed public areas of the Hotel. In the event of a breach of this non-smoking policy, a mandatory contractual

cleaning fee of **€150.00** will be charged to cover specialized deep cleaning, ozone treatment, and textile decontamination.

8.3. Damage and Missing Inventory:

- The Guest is fully financially liable for any property damage caused intentionally or through gross negligence to Hotel inventory, equipment, or facilities, as well as for missing hotel property.
- **Delayed Charges (in accordance with Visa and Mastercard Rules):** If, upon the Guest's departure, room inspection reveals property damage, missing items, violation of the non-smoking rule, or unsettled mini-bar/restaurant charges, the Hotel reserves the right to process delayed charges to the Guest's payment card. In such instances, the Hotel will deliver a written notification to the Guest via e-mail, complete with a formal incident report, photo documentation, and a fiscal invoice detailing the assessed costs.

8.4. **Pets:** Pets are not permitted on the premises.

ARTICLE 9. PRIVACY POLICY AND DATA PROTECTION (GDPR)

9.1. The Hotel collects and processes personal data of the Guest (name, surname, address, date of birth, identity document details, payment data) strictly for the purposes of:

- Execution of the accommodation contract and processing of reservations;
- Compliance with statutory legal obligations (registration in the national eVisitor database, tax, and accounting reporting);
- Protection of legitimate interests of the Hotel (fraud prevention and property protection).

9.2. Payment card details are processed exclusively through certified, PCI-DSS-compliant payment gateway providers. The Hotel does not store complete primary account numbers (PAN) or CVV/CVC security codes on its own servers.

ARTICLE 10. CONSUMER COMPLAINT PROCEDURE

10.1. Pursuant to Article 10 of the Consumer Protection Act and applicable hospitality regulations, the Guest has the right to file a written complaint regarding the quality of rendered services:

- In person at the Hotel reception desk (against written confirmation of receipt);
- By mail to: **Terra rex d.o.o. (Hotel Marina), Trg stare škole 2, 52212 Fažana, Republic of Croatia;**
- Via e-mail to: **fazanahotelmarina@gmail.com.**

10.2. The Hotel shall provide a formal written reply to any properly submitted complaint within **15 days** from the date of receipt.

ARTICLE 11. FORCE MAJEURE

11.1. The Hotel and the Guest shall be released from liability for partial or total non-performance of obligations in cases of Force Majeure (natural disasters, fire, armed conflict, governmental and epidemiological restrictions, closure of borders or transit routes).

11.2. If the Hotel is unable to provide the booked accommodation due to force majeure or unforeseen technical circumstances, it undertakes to provide alternative accommodation of equivalent or higher category in the Fažana area/vicinity or issue a full refund of all amounts paid without extra charges.

ARTICLE 12. FINAL PROVISIONS AND JURISDICTION

12.1. All legal relations arising out of or in connection with these General Terms shall be governed exclusively by the substantive laws of the Republic of Croatia.

12.2. The contracting parties shall make every effort to resolve any potential disputes amicably through mutual agreement.

12.3. In the event that an amicable resolution cannot be reached, the parties agree upon the substantive and territorial jurisdiction of the **competent court in Pula, Republic of Croatia**.

12.4. These General Terms apply from the date of their publication on the official website and booking portal of Hotel Marina.