



## TERMS AND CONDITIONS

### Introduction

This website make available information related to facilities offered for holiday rent by Park Hill Residences d.o.o.

The terms and conditions set out below (“Conditions”) apply to your use of the Site including the use of the information services offered on the Site.

In accessing, using, viewing, transmitting, caching or storing this site or any of its materials, or contents, you shall be deemed to have agreed to this Terms and Conditions. Further, you agree to be bound by these Conditions so please carefully read this section before proceeding. If you do not accept these Conditions, you must refrain from using the web site.

### Trandemarks & copyright

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### Purpose of the web site

The web site is created for personal use and the Information may be downloaded or printed by you solely for that purpose. You may only use the web site to enter into a binding contract only if you are at least 18 years old.

You will only use the information for legally allowed purposes and in accordance with these Conditions. The information may not be used for any commercial purpose and no Information may be removed from it neither may any software be interfered with in any manner.

### Warnings

You must ensure that your access to and your use of the Site is not illegal or prohibited by laws which apply to you.

You must take your own precautions that the process which you employ for accessing the Site does not expose you to the risk of virus. Park Hill does not guarantee that any material available for downloading from the Web Site or any Linked Web Site will be free from any virus or any other destructive properties.

Without limitation, you are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site.

## Information

Park Hill strives to ensure that the Information on the web site is reliable and accurate. You accept that errors and omissions may occur and therefore, to the extent permitted by law, Park Hill not make any warranties (expressed or implied) of any kind as to any matter relating to the content of this web site, also related to the prices and availability.

Information provided on the web site is general information. Park Hill may from time to time update, modify or add to the Information, including these Conditions and absolutely reserves the right to make such changes without any obligation to notify past, current or prospective users of the the web site.

## Liability Disclaimer

In no event shall Park Hill be responsible for any incidental or consequential loss or damage (including loss or damage by way of loss of profits, loss of business opportunity, business interruption or loss of information), which you may suffer in connection with or arising out of your use of the web site or your reliance on Information or any other material accessed through the web site.

Where applicable law implies any warranty and that law prohibits exclusion or modification of such a warranty then the liability of Park Hill shall include liability for any breach of such warranty to the extent prescribed by law.

## Residence reservations

The reservations through our web site is provided solely to assist customers in determining the availability of travel related services and products and to make legitimate reservations and for no other purpose.

You warrant that you are at least 18 years of age and possess the legal authority to enter into legally binding agreement. You accept these Terms & Conditions and use the Web Site in accordance with these Conditions. You also warrant that all information supplied by you is true and accurate and without limitation, or any false or fraudulent reservations.

You agree to be financially responsible for your use of the Web Site without limitation for all reservations made or authorized by you. For any reservations or other paid services you agree to comply with the provided payment terms and conduct payment of all due amounts within agreed time frames.

Whereas reservation terms are set out on the Web Site or/and booking confirmation terms.

You agree that you will make only legitimate reservations in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party web sites or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

You undertake that all data you provide is accurate and correct, where applicable, the credit card which you use is your own and that there are sufficient funds to cover the cost of any services or reservations which you wish to purchase. Park Hill reserves the right to obtain validation of your credit card details before providing you with any services or products.

## Indemnification

You agree to indemnify and defend and hold us and our agents and employees harmless from any claim or demand, made by any third party due to or arising out of your breach of any agreement between you and Park Hill or this Terms & Conditions or the documents it incorporates by reference, or other related violation of any law or rights of a third party.

## Severability

If any one or more section, phrase, word or provision of this Terms & Conditions shall for any person or circumstance be held to be illegal, invalid or /and unenforceable such decision shall not affect the validity of the remaining contract or any other part whereof.

## Data Protection

By using our site, you consent to your personal information being processed as set out in our Data Protection Policy.

## Law & Jurisdiction

Substantive laws of the Republic of Croatia are applicable to this Terms & Conditions.

**Any dispute arising out of or in connection with these Terms & Conditions or any agreements between the guests and Park Hill shall be referred to and resolved by exclusive jurisdiction of the Court in Pula.**