

## LIOQA RESORT

### GENERAL TERMS & CONDITIONS

These General Terms & Conditions (“T&C”) are adopted by **LIOQA MANAGEMENT SERVICES d.o.o.** (“**LMS**”), a company incorporated under the laws of the Republic of Croatia, with its registered seat at Ulica Josipa Marohnića 1/1, Zagreb (City of Zagreb), Republic of Croatia, registered with the Commercial Court in Zagreb under MBS: 110133857, OIB: 21036339127. LMS can be contacted at the reception of the Resort, by e-mail at [reservations@lioqa.com](mailto:reservations@lioqa.com) or by telephone at +385 23 777 001.

These T&C govern all accommodation contracts and all contracts for events, weddings, venue hire and related services concluded between LMS and its customers, whether via website, email, telephone, direct invoice, direct contract or through an online booking platform, travel agency or other intermediary. These T&C apply to both individual guests and organizers or other contractual partners and form an integral part of every such contract.

#### 1. Scope of Application

- 1.1 These T&C apply to all contracts concluded by LMS in relation to accommodation services and other services provided within the Resort.
- 1.2 Where the Contracting Party is not simultaneously a Hotel Guest, the Contracting Party shall ensure that all obligations arising from these T&C are fully transferred to and complied with by the Hotel Guest and any accompanying persons.
- 1.3 Contracts with LMS are concluded exclusively on the basis of these T&C. Any general terms and conditions of the Contracting Party, guest, organiser or any third party shall not apply unless expressly accepted by LMS in writing. By placing a booking request or order, the Contracting Party confirms that it has read and accepts these T&C, which are available at [www.lioqa.com](http://www.lioqa.com) and at the reception of the Resort.
- 1.4 Where a booking is made through an online booking platform, travel agency or other intermediary, the rate conditions (including price, payment and cancellation conditions) displayed or agreed at the time of booking through that channel shall prevail over Clauses 3 and 5 of these T&C to the extent of any conflict. All other provisions of these T&C, in particular those concerning check-in and check-out, the House Rules, liability and the conduct of Guests, apply to every Guest of the Resort irrespective of the booking channel.
- 1.5 The Posebne uzanice u ugostiteljstvu (Special Customs in Hospitality, Official Gazette No. 74/23) and any other trade customs or usages shall apply only to the extent expressly referred to in these T&C or in the Contract and shall not apply where they deviate from these T&C.
- 1.6 The House Rules, Operating Rules and Safety and Fire Rules of the Resort (Clause 6), the Rate Conditions and the Privacy Policy of LMS form an integral part of these T&C and of every Contract.

#### 2. Contractual Parties, Consumer Status and Definitions

##### 2.1 Contractual Parties and Consumer Status

- 2.1.1 The Contract is concluded between LMS and either (a) a **Consumer**, being a natural person who concludes the Contract for purposes outside its trade, business, craft or profession; or (b) a **Business Customer**, being a legal entity, or a natural person who concludes the Contract within the scope of or predominantly for the purposes of its trade, business, craft or profession.
- 2.1.2 Mandatory consumer protection provisions shall apply exclusively where and to the extent that the Contracting Party or Hotel Guest qualifies as a Consumer under applicable law.
- 2.1.3 Where the Contracting Party or Hotel Guest qualifies as a Business Customer, consumer protection provisions shall not apply.

- 2.1.4 In the event of any conflict between these T&C and mandatory consumer protection provisions, the mandatory consumer protection provisions shall prevail and shall apply in lieu of the conflicting provisions of these T&C.
- 2.1.5 Consumer or Business Customer status is determined at the time of conclusion of the Contract. A Contracting Party who books in the name or for the account of a company, association, public body or other organisation, who requests an invoice to be issued to a business or with a VAT or business identification number, who books through a travel agency, tour operator or other professional intermediary acting in the course of its business, or who books in connection with a corporate event, incentive, conference or other business purpose, shall be deemed a Business Customer. A natural person who books for mixed purposes shall be deemed a Business Customer unless the business purpose is negligible in the overall context of the Contract.
- 2.1.6 A travel agency, tour operator, booking agent or other intermediary that books in its own name, or that does not disclose the identity of its principal at the time of booking, shall be treated as the Contracting Party and shall be jointly and severally liable with the Hotel Guest or Organiser for all obligations under the Contract.
- 2.1.7 Provisions of these T&C marked “**Consumers**” apply only where the Contracting Party is a Consumer, provisions marked “**Business Customers**” apply only where the Contracting Party is a Business Customer, and all other provisions apply to both. Where a Business Customer concludes a Contract for the benefit of Hotel Guests who are natural persons, the provisions marked “**Business Customers**” apply to the Contracting Party, and the mandatory statutory protection of the Hotel Guests remains unaffected.

## 2.2 Definitions

**Resort** means LIOQA Resort ([www.lioqa.com](http://www.lioqa.com)) as well as any other hotel, resort or accommodation facility operated or managed by LMS from time to time.

**Contracting Party** means any natural or legal person who concludes a Contract with LMS, whether for its own benefit or on behalf of one or more Hotel Guests, Organisers or Participants, including without limitation an event or wedding organiser, corporate customer, agency or intermediary.

**Hotel Guest or Guests** means any natural person who uses accommodation services provided by LMS within the Resort, including accompanying persons and, where applicable, Organiser(s) and Participant(s) staying or otherwise present at the Resort.

**Organiser** means the Contracting Party who arranges, books or is otherwise responsible for an event, wedding or similar function at the Resort.

**Participant** means any person attending, participating in or otherwise present at an event or wedding, including guests, invitees, performers, suppliers, service providers and other third parties admitted with the knowledge or consent of the Organiser or Contracting Party.

**Consumer** and **Business Customer** shall be interpreted in accordance with applicable Croatian and European consumer protection legislation, in particular the Croatian Consumer Protection Act (Zakon o zaštiti potrošača).

**Contract** means any accommodation contract, event or wedding contract or any other contract for services concluded between LMS and the Contracting Party, including contracts concluded by written offer, email correspondence or other written agreement.

**Rate Conditions** means the price, payment, deposit, cancellation, amendment and other conditions attached to the rate, offer or package selected by the Contracting Party at the time of booking, as displayed on the booking channel or stated in the offer or booking confirmation.

**Non-Refundable Rate** means a rate or offer designated in the Rate Conditions as non-refundable, prepaid or similar, under which the Total Booking Value is payable in full at the time of booking and no refund is made in the event of cancellation, amendment, no-show or early departure.

**Total Booking Value** means the total price of all services booked under the Contract, including accommodation, meal plans, packages and any other services booked in advance, including value added tax, but excluding tourist tax and services used on site and paid separately.

**Group Booking** means a booking of three (3) or more accommodation units, or for ten (10) or more Hotel Guests travelling together, whether or not made under one Contract.

**House Rules** means the House Rules, Operating Rules and Safety and Fire Rules of the Resort referred to in Clause 6, as amended from time to time.

**Written form or in writing** includes e-mail. Notices to LMS shall be sent to [reservations@lioqa.com](mailto:reservations@lioqa.com) or to any other address notified by LMS for that purpose.

### **3. Contract Formation, Prices, Deposits and Prepayments**

- 3.1 A booking request or order placed by the Contracting Party, whether via the website, e-mail, telephone, an online booking platform or otherwise, constitutes a binding offer to conclude a Contract. The Contract is concluded when LMS accepts the offer by issuing a booking confirmation by e-mail or on another durable medium or, if earlier, when LMS commences performance. Information on availability, prices and services on the website, on booking platforms, in brochures or in price lists does not constitute a binding offer by LMS and may be changed at any time before conclusion of the Contract. An automatic acknowledgement of receipt of a booking request is not an acceptance unless it expressly confirms the booking.
- 3.2 The booking confirmation sets out the essential terms of the Contract, in particular the booked accommodation or services, the dates, the number of Hotel Guests, the Total Booking Value and the Rate Conditions, and refers to these T&C. The Contracting Party shall check the booking confirmation immediately upon receipt and notify LMS of any discrepancy without delay, at the latest within twenty-four (24) hours of receipt, failing which the booking confirmation shall be deemed to correctly reflect the Contract.
- 3.3 All prices are stated in euro (EUR) and include the statutory value added tax applicable at the time of booking. Tourist tax (turistička pristojba) is charged in addition in the amount prescribed by law, per person and per night, unless the Rate Conditions state otherwise. Prices apply per accommodation unit and per night for the number of Hotel Guests stated in the booking confirmation. Additional services, more people than the villa can accommodate, extra beds, parking, mooring, food and beverages and other services used on site are charged according to the price list of the Resort in force at the time the service is used.
- 3.4 If, after conclusion of the Contract, the rate of value added tax, tourist tax or any other statutory tax, levy or charge applicable to the booked services changes, LMS may adjust the price accordingly with effect from the date on which the change takes effect.
- 3.5 LMS reserves the right to correct obvious errors in prices or descriptions (including typographical, system or transmission errors) and to withdraw from a Contract concluded at a price that is manifestly erroneous, in which case any amounts already paid shall be refunded in full. A price is manifestly erroneous in particular where it is disproportionately lower than the usual price of comparable services of the Resort or of comparable establishments.
- 3.6 Where LMS requires the Contracting Party to make a deposit, prepayment or advance payment or to provide a credit card authorisation, the obligation of LMS to reserve and provide the booked accommodation or services is conditional upon such payment or authorisation being duly provided within the timeframe specified by LMS. If the payment or authorisation is not provided in time, LMS may release the booked accommodation or services without further notice; the Contracting Party shall in that case be deemed to have cancelled the Contract on the day of expiry of the payment deadline and Clause 5 shall apply.
- 3.7 Unless expressly agreed otherwise in writing, any required deposit, prepayment or credit card authorisation must be provided no later than seven (7) days after booking or within any other deadline specified by LMS. Where the arrival date is less than fourteen (14) days after booking, the deposit, prepayment or authorisation is due immediately upon booking. The Contracting Party shall bear the charges of its own bank and of any intermediary banks so that LMS receives the full invoiced amount.

- 3.8 Deposits and prepayments constitute advance payments (predujam) on the agreed Total Booking Value and do not constitute earnest money (kapara) within the meaning of Article 303 et seq. of the Croatian Obligations Act. In the event of cancellation, no-show or early departure, the deposit or prepayment shall be credited against the cancellation fee due under Clause 5 or under the Rate Conditions and any excess shall be refunded within fourteen (14) days of the date of cancellation. Where the Rate Conditions or the Contract expressly designate a deposit or prepayment as non-refundable, the amount so designated constitutes the agreed minimum cancellation fee and shall be retained by LMS in the event of cancellation, no-show or early departure irrespective of the date of cancellation.
- 3.9 Where a credit card is provided to guarantee a booking or as a means of payment, the Contracting Party authorises LMS to pre-authorise and to charge the card for the deposit or prepayment, for the Total Booking Value in accordance with the Rate Conditions, for any cancellation, no-show or early departure fee under Clause 5 and, after departure or completion of the event, for any unpaid charges for services used, damage, missing inventory, extraordinary cleaning and other amounts due under these T&C. LMS shall provide the Contracting Party with an itemised statement of any amount charged after departure. At check-in, LMS may require a credit card pre-authorisation or a cash deposit as security for services used on site. Where a card authorisation is declined, LMS may require an alternative guarantee or payment and may release the booking if no such guarantee or payment is provided within the deadline set by LMS.
- 3.10 LMS shall be entitled, at any time prior to or during the provision of services, to refuse, suspend or discontinue the provision of accommodation, event services or any other services if the Contracting Party is in delay with the payment of any amount due, has failed to provide a required deposit, prepayment or guarantee, or has otherwise breached its payment obligations.
- 3.11 In such case, LMS may treat the Contract as cancelled by the Contracting Party as of the date of the refusal, suspension or discontinuation and shall be entitled to the cancellation fee under Clause 5 applicable on that date, credited with any amounts already paid. **Business Customers:** LMS may instead claim the full agreed price, less only those costs which LMS demonstrably saved by not performing, as well as any further damage incurred. The Contracting Party shall not be entitled to any compensation, damages or other claims against LMS on account of a refusal, suspension or discontinuation of services justified under Clause 3.10.
- 3.12 For villas, Group Bookings, events, weddings or other stays involving increased operational or financial risk, LMS may additionally require a refundable damage or security deposit separate from the booking deposit, which may be provided in cash, by bank transfer or by credit card pre-authorisation, as specified by LMS.
- 3.13 The damage or security deposit shall serve as security for any damage to property, extraordinary cleaning costs, missing inventory, penalties imposed by authorities, unpaid charges or other claims arising in connection with the stay or event.
- 3.14 Following check-out or completion of the event, LMS shall conduct an inspection of the premises. The Contracting Party or its representative may attend the inspection at the time notified by LMS; if it does not attend, the inspection record drawn up by LMS shall serve as evidence of the condition of the premises. LMS shall be entitled to offset any verified claims against the damage or security deposit and shall provide the Contracting Party with an itemised statement.
- 3.15 Any remaining balance of the damage or security deposit shall be refunded, or the pre-authorisation released, within fourteen (14) days following the inspection, provided no further claims arise. **Business Customers:** LMS may retain the balance until all invoices relating to the stay or event have been settled in full.
- 3.16 The damage or security deposit shall not limit LMS's right to claim compensation exceeding the amount of the deposit.

#### 4. Commencement and End of Accommodation

- 4.1 Unless otherwise agreed, hotel guests are entitled to occupy the booked accommodation from 15:00 on the agreed day of arrival. Earlier check-in is subject to availability and may be charged according to the price list of the Resort.
- 4.2 If accommodation is first occupied before 06:00, the preceding night shall be deemed the first night of the stay.
- 4.3 Hotel Guests who expect to arrive after 22:00 shall inform LMS in advance. Unless a later arrival has been notified to LMS, LMS may treat the booking as a no-show if the Hotel Guest has not arrived by 22:00 on the day of arrival, may release the accommodation for the remaining period and shall be entitled to the no-show fee under Clause 5. Late arrival on a subsequent day does not extend the booked period.
- 4.4 The booked accommodation must be vacated by 10:00 on the day of departure. If the accommodation is not vacated by this time, LMS may charge 50% of the applicable daily accommodation price for use until 14:00 and 100% of the applicable daily accommodation price for use after 14:00, and may claim compensation for any further damage caused by the delayed return, in particular where the accommodation cannot be made available to a subsequent Hotel Guest on time. Late check-out is subject to prior agreement and availability.
- 4.5 LMS may enter the accommodation at reasonable times for cleaning, maintenance and safety checks and, in cases of emergency or of reasonable suspicion of a breach of these T&C or the House Rules, at any time.

## **5. Cancellation by the Contracting Party**

- 5.1 **Consumers:** pursuant to Article 86 of the Croatian Consumer Protection Act (Zakon o zaštiti potrošača), implementing Article 16(l) of Directive 2011/83/EU, a Consumer has no statutory right of withdrawal from a distance or off-premises contract for the provision of accommodation, catering, food and beverage or leisure services where the Contract provides for a specific date or period of performance. Cancellation is therefore possible only in accordance with the Rate Conditions and this Clause 5. The cancellation conditions associated with the booked rate shall apply.
- 5.2 Unless the Rate Conditions or the Contract provide otherwise, the following cancellation fees, calculated on the Total Booking Value, shall apply:
- a) up to 28 days before arrival: 15% of the Total Booking Value;
  - b) 27 to 7 days before arrival: 45% of the Total Booking Value;
  - c) 6 to 1 day before arrival: 75% of the Total Booking Value;
  - d) on the day of arrival: 90% of the Total Booking Value;
  - e) in case of no-show, unused accommodation or early departure: 100% of the Total Booking Value attributable to the unused services.
- 5.3 Cancellations, reductions of the number of nights, accommodation units or Hotel Guests and changes of dates must be notified to LMS in writing. The date of receipt by LMS determines the applicable cancellation fee. A reduction of the booked period, of the number of accommodation units or of the number of Hotel Guests is treated as a cancellation of the part concerned. A change of dates is treated as a cancellation and a new booking unless LMS agrees to the change in writing free of charge.
- 5.4 Under a Non-Refundable Rate, 100% of the Total Booking Value is payable at the time of booking and is not refunded in the event of cancellation, amendment, no-show or early departure. Under a Non-Refundable Rate, LMS is not obliged to agree to changes of dates or names.
- 5.5 For Group Bookings, villas and bookings for the high season or for public holidays, LMS may specify stricter cancellation conditions in the Rate Conditions or in the Contract, which shall prevail over Clause 5.2.
- 5.6 **Consumers:** the cancellation fees under Clause 5.2 are lump sums which take into account the costs saved by LMS and its usual possibility of re-letting the accommodation. In the event of a no-show or early departure, the net accommodation revenue actually obtained by LMS from re-letting the same accommodation unit for the same nights shall be credited against the fee. **Business Customers:** the

cancellation fees are agreed as minimum compensation and are without prejudice to the right of LMS to claim further damage, including loss of revenue on services booked but not used.

- 5.7 Circumstances on the side of the Contracting Party or the Hotel Guests, such as illness, accident, death of a relative, cancellation or delay of flights, ferries or other transport, weather conditions, visa refusal or travel restrictions imposed in the country of residence, do not release the Contracting Party from the obligation to pay the cancellation fees. LMS recommends taking out travel cancellation insurance.
- 5.8 LMS may collect cancellation, no-show and early departure fees by charging the credit card provided under Clause 3.9 or by offsetting them against deposits and prepayments, and shall issue an invoice or statement for the amount charged.

## **6. House Rules and Operating Rules**

- 6.1 Parents and legal guardians are solely responsible for the supervision and safety of minors. All Guests, Organisers and Participants shall comply with safety instructions and operational guidelines issued by LMS staff. LMS shall not be liable for injuries or damage resulting from the misuse of facilities, from the use of facilities contrary to their intended purpose or from non-compliance with safety instructions or the House Rules.
- 6.2 Quiet hours as determined by LMS in the House Rules and/or by applicable local regulations must be strictly observed. Amplified music and loud activities outdoors are permitted only within the times and limits set by LMS and by the applicable regulations on noise protection.
- 6.3 In case of serious disturbance, excessive noise, unlawful conduct, damage to property, or any behaviour endangering other guests, staff or third parties, LMS shall be entitled to terminate the stay or event immediately and to require the persons concerned to vacate the premises without refund. In such case the persons concerned shall be treated as having departed early and Clause 5 shall apply.
- 6.4 The Contracting Party and Organiser shall be liable for any fines, penalties or sanctions imposed by public authorities as a result of conduct attributable to them or their Participants.
- 6.5 All Guests, Contracting Parties and Organisers shall strictly comply with the House Rules, Operating Rules and Safety and Fire Rules of the Resort, as applicable, which are available at the reception of the Resort and/or published electronically.
- 6.6 LMS reserves the right to amend the House Rules, Operating Rules and Safety and Fire Rules at any time for operational, safety, legal or organisational reasons.
- 6.7 Any amended rules shall become effective upon their publication or communication on-site or electronically and shall apply to all Guests and Contracting Parties, provided that such amendments are reasonable and do not deprive Consumers of mandatory statutory rights.
- 6.8 The accommodation may be occupied only by the number of Hotel Guests stated in the booking confirmation. All Hotel Guests, including children and infants, must be registered at check-in. Visitors of Hotel Guests may enter the Resort only with the prior consent of LMS, must register at reception and must leave the Resort by the time specified in the House Rules. Unregistered persons may not stay overnight. LMS may refuse access to, or remove, unregistered persons and may charge the applicable rate for additional persons.
- 6.9 The Contracting Party must be at least eighteen (18) years of age. Persons under eighteen (18) years of age may stay at the Resort only when accompanied by a parent, a legal guardian or an adult authorised in writing by a parent or legal guardian. Alcoholic beverages are not served to persons under eighteen (18) years of age or to persons who are evidently intoxicated.
- 6.10 Smoking is permitted only in areas designated by LMS. Pets are admitted only with the prior written consent of LMS, subject to the House Rules and to the applicable fee. The use of drones, open fires, fireworks and barbecues outside designated areas, and the bringing of dangerous, illegal or offensive items into the Resort, are prohibited. Outside food and beverages may not be brought into the restaurants, bars and event venues

of the Resort. LMS may charge the costs of specialised cleaning, deodorising, repair or replacement caused by a breach of this Clause according to its price list or the actual costs incurred.

- 6.11 Swimming pools, the beach, the sea, jetties and docks, sports and fitness facilities, playgrounds, water sports equipment and similar facilities are used by Guests at their own risk with respect to the dangers inherent in such activities. Guests shall observe the opening hours, safety instructions and signage, shall not use such facilities under the influence of alcohol or drugs and shall supervise minors at all times. Certain facilities may be unsupervised; where no lifeguard is present, this is indicated on site. Guests with allergies or intolerances shall inform the staff before ordering food and beverages. The statutory liability of LMS for damage caused by its fault remains unaffected.
- 6.12 Parking spaces and mooring facilities (including any dock or berth) are made available without supervision. Vehicles, vessels, trailers, bicycles and their contents are parked or moored at the owner's risk. In accordance with the provisions of the Croatian Obligations Act on the hotel-keeper's deposit (Article 737 et seq.), the liability of LMS does not extend to vehicles, items left in vehicles and live animals, unless expressly agreed otherwise in writing. Mooring at the dock of the Resort requires the prior consent of LMS and is subject to the applicable fee and to the mooring rules of the Resort.
- 6.13 LMS may refuse to admit, or may remove from the Resort, any person who is not a registered Hotel Guest or Participant, who does not comply with the dress code or conduct requirements of a specific area or venue, or whose presence jeopardises the safety, comfort or reputation of the Resort or of its Guests. Access to restaurants, bars, the beach club and other venues may be restricted to Hotel Guests, may be subject to reservation, minimum spend or age restrictions and may be limited or closed for private events.

## **7. Rights of the Contracting Party**

- 7.1 By concluding a contract, the Contracting Party acquires the right to the customary use of the booked accommodation and of the facilities of the Resort that are generally available to guests, in accordance with applicable house rules.
- 7.2 The services of the Resort, its facilities and their opening hours are described on the website and may vary seasonally. Photographs, plans and descriptions on the website, on booking platforms and in brochures illustrate the standard of the Resort and do not guarantee a specific unit, view, position, furnishing or layout unless expressly confirmed in writing by LMS.
- 7.3 LMS may temporarily close or restrict individual facilities, services, restaurants, bars, pools, beach areas or the dock for maintenance, safety, weather, seasonal, legal or operational reasons or for private events. Such closures or restrictions do not constitute a defect in the accommodation service and do not entitle the Contracting Party to a price reduction, termination or damages, unless the facility concerned was expressly confirmed in writing as part of the booked services, or its unavailability for reasons within the control of LMS substantially deprives the Contracting Party of the essential benefit of the booked services for a substantial part of the stay.
- 7.4 The Resort is developed in phases. Construction, landscaping, maintenance and infrastructure works may be carried out within or in the vicinity of the Resort by LMS, its affiliates or third parties. LMS will use reasonable efforts to minimise disturbance to Guests and will inform the Contracting Party of works known to LMS at the time of booking which are likely to materially affect the booked services. Noise, dust or visual impairment caused by works of third parties outside the control of LMS, or by public works, do not entitle the Contracting Party to any claim against LMS.
- 7.5 Excursions, boat trips, transfers, water sports, spa and wellness treatments, rentals, babysitting and other services which are provided by third-party providers and which LMS merely arranges or recommends at the request of the Contracting Party are contracted directly between the Contracting Party and the provider under the provider's own terms and prices. LMS acts solely as an intermediary, does not sell such services as part of a package together with the accommodation and is not liable for their performance. This also applies to services booked through the reception or concierge of the Resort where the invoice or receipt identifies the third-party provider.

- 7.6 Gift vouchers, credit vouchers and the benefits of any loyalty programme of the Resort are governed by their own terms, are not redeemable for cash and are valid for the period stated on them or, in the absence of such a statement, for one (1) year from issue.

## **8. Obligations of the Contracting Party**

- 8.1 The Contracting Party shall pay the agreed price as well as any additional charges arising from separately used services, including all applicable taxes and duties, no later than at the time of departure unless agreed otherwise.
- 8.2 LMS is not obliged to accept foreign currencies, cheques or vouchers of third parties. LMS accepts the means of payment indicated at the Resort or on the booking channel. Bank charges of the Contracting Party's own bank and of intermediary banks shall be borne by the Contracting Party.
- 8.3 The Contracting Party and all hotel guests are jointly and severally liable for any damage caused by themselves or by persons attributable to them, including accompanying persons and third parties admitted with their knowledge or consent.
- 8.4 Subletting or transferring booked accommodation, as well as any use for purposes other than accommodation or the agreed event, requires the prior written consent of LMS.
- 8.5 The Contracting Party undertakes to inform LMS without delay if the intended use or any planned event is likely to attract public attention or to affect the interests or operations of the Resort.
- 8.6 Any advertising, media activities or publications relating to the Resort require the prior written consent of LMS.
- 8.7 Invoices without a stated due date are payable immediately. **Business Customers:** objections to invoices may only be raised in writing within thirty (30) days of receipt, failing which the invoice shall be deemed accepted. **Consumers:** complaints regarding invoices may be submitted in accordance with Clause 18.
- 8.8 In the event of late payment, LMS may charge statutory default interest pursuant to Article 29 of the Croatian Obligations Act from the due date and may claim reimbursement of reminder, collection and enforcement costs and assert further claims for damages. **Business Customers:** LMS is in addition entitled to the statutory flat-rate compensation for recovery costs of EUR 40.00 per invoice under the Croatian Act on Financial Operations and Pre-Bankruptcy Settlement, without prejudice to further damage.
- 8.9 Guests are required to present valid identification documents (identity card or passport) upon check-in. LMS is obliged by law, in particular under the Croatian Tourist Tax Act and the regulations on the registration of foreign nationals, to register all Hotel Guests through the eVisitor system and to report their data to the competent Croatian authorities and tourist board systems. The Contracting Party shall provide LMS, at the latest at check-in, with accurate data on all Hotel Guests (names, dates of birth, nationality, type and number of identification document) and shall inform the Hotel Guests accordingly. LMS shall be entitled to refuse accommodation or services where valid identification documents or the required data are not provided, without any liability and without prejudice to its claims under Clause 5.
- 8.10 The Contracting Party and the Hotel Guests shall treat the accommodation, its inventory and the facilities of the Resort with care, shall report any damage or defect to LMS without delay and shall return the accommodation, keys, key cards, access devices and any equipment made available to them in the condition in which they were received, fair wear and tear excepted. Lost keys, key cards or access devices and damaged or missing inventory shall be charged according to the price list of the Resort or at the actual cost of replacement.
- 8.11 The Contracting Party and the Hotel Guests shall notify LMS of any defect in, or complaint about, the accommodation or services without delay during the stay, so that LMS can remedy it. **Consumers:** claims for price reduction or damages for defects which were not notified during the stay may be reduced to the extent that LMS could have remedied the defect had it been notified in time. **Business Customers:** claims for defects which were not notified in writing during the stay or event, or at the latest within seven (7) days after departure or completion of the event, are excluded.

## 9. Rights of LMS

- 9.1 LMS is entitled to issue interim invoices at any time and to demand immediate payment.
- 9.2 LMS may adjust prices if changes to the booking are requested by the Contracting Party and accepted by LMS. **Business Customers:** LMS may in addition adjust the agreed prices, for substantiated reasons (in particular increases in energy, staff or supply costs), by up to 15% if the period between contract conclusion and arrival exceeds four (4) months. **Consumers:** apart from the adjustment for statutory taxes and levies under Clause 3.4, prices agreed in the booking confirmation may only be increased if the period between contract conclusion and arrival exceeds four (4) months and the increase is justified by a change in the costs of the services which occurred after conclusion of the Contract; if such increase exceeds 8% of the Total Booking Value, the Consumer may withdraw from the Contract free of charge within seven (7) days of notification of the increase, in which case all amounts paid shall be refunded.
- 9.3 LMS may allocate the specific accommodation unit at its discretion within the booked category and may replace the allocated unit before or during the stay by a unit of the same or a higher category where this is necessary for operational, technical or safety reasons. Specific units, positions or views are guaranteed only if expressly confirmed in writing.
- 9.4 LMS may refuse to conclude a Contract without stating reasons, subject to applicable anti-discrimination law. LMS may withdraw from a Contract before arrival where the Contracting Party has given false or misleading information about essential facts (in particular the identity of the Contracting Party or of the Hotel Guests, the purpose of the stay or the number of persons), where LMS has reasonable grounds to believe that the intended use of the services may jeopardise the smooth operation, safety, security or reputation of the Resort, or where the Contracting Party has breached a previous Contract with LMS or has outstanding debts towards LMS. In case of withdrawal under this Clause, amounts paid for services not yet performed shall be refunded and no further claims of the Contracting Party shall exist.
- 9.5 LMS has a statutory right of retention (pravo zadržanja) over items brought into the Resort by the Contracting Party or the Hotel Guests as security for its claims for accommodation, services and other amounts due under the Contract.
- 9.6 LMS may transfer the Contract, or its rights and obligations under it, to another company operating or managing the Resort within the same group, provided that the rights of the Contracting Party are not diminished thereby. The Contracting Party will be informed of the transfer in writing.

## 10. Obligations of LMS

- 10.1 LMS shall provide the agreed services in accordance with the booking confirmation and its operational standard.
- 10.2 LMS shall reserve the booked accommodation provided that the Contracting Party has fulfilled its payment obligations. No claim exists to the allocation of specific accommodation units.
- 10.3 Additional services not included in the accommodation price may be charged separately.
- 10.4 If, for operational, technical or safety reasons, the booked accommodation cannot be provided, LMS shall be entitled to relocate the Guest to accommodation of equal or higher standard within the Resort or, if this is not possible, in a comparable establishment in the vicinity. LMS shall bear reasonable transfer costs and any price difference between the originally booked accommodation and the alternative accommodation. **Consumers:** if the alternative accommodation offered is of a lower standard or is not reasonably acceptable, the Consumer may refuse it and withdraw from the Contract, in which case all amounts paid for services not yet performed shall be refunded together with the Consumer's reasonable and documented additional costs of comparable alternative accommodation, up to the amount of the Total Booking Value. Any further claims of the Contracting Party shall be excluded to the extent permitted by law.
- 10.5 **Consumers:** if LMS cancels a confirmed booking before arrival for reasons within its control which are not attributable to the Consumer (in particular overbooking or closure of the Resort), LMS shall refund all amounts paid within fourteen (14) days and shall, in addition, either provide accommodation of equal or

higher standard for the booked period at no additional cost or reimburse the Consumer's reasonable and documented additional costs of comparable alternative accommodation for the booked period, up to the amount of the Total Booking Value. **Business Customers:** in such case LMS shall refund all amounts paid within fourteen (14) days and shall use reasonable efforts to procure comparable alternative accommodation; any further claims are excluded.

## 11. Termination of Contract and Withdrawal by LMS

- 11.1 If the Contract was concluded for a specific period, it shall automatically expire upon the expiration of that period without the need for any notice.
- 11.2 If the Contracting Party or any Hotel Guest departs prematurely or fails to make use of the booked accommodation or services, LMS shall be entitled to demand payment of the full agreed-upon price in accordance with Clause 5.
- 11.3 The death of a Hotel Guest shall terminate the Contract with respect to that Hotel Guest only. Any obligations already incurred shall remain unaffected.
- 11.4 LMS shall be entitled to terminate the Contract with immediate effect for significant reasons, in particular if the Contracting Party, any Hotel Guest, Organiser or Participant:
  - a) makes significantly detrimental use of the premises, causes damage, or through reckless, offensive or grossly improper behaviour makes cohabitation with other guests, staff or third parties unacceptable, or commits any act punishable by law against property, morality or physical safety;
  - b) suffers from a contagious disease or another condition which, in accordance with public health regulations or the instructions of the competent authorities, poses a risk to the health or safety of other Guests or staff and which cannot be adequately managed within the operations of the Resort;
  - c) fails to pay invoices when due and does not remedy such failure within three (3) days after becoming due;
  - d) has provided false or misleading information about essential facts, in particular regarding the identity of the persons staying at the Resort, the number of persons or the purpose of the stay or event;
  - e) uses the accommodation or the Resort for purposes other than those agreed, in particular for commercial, promotional or public events without the consent of LMS, or sublets or transfers the accommodation contrary to Clause 8.4;
  - f) otherwise materially breaches these T&C, the House Rules or the Contract and fails to remedy the breach immediately upon request where remedy is possible.
- 11.5 In case of termination pursuant to Clause 11.4 for reasons attributable to the Contracting Party, a Hotel Guest, an Organiser or a Participant, the Contracting Party shall be treated as having departed early or cancelled the event, LMS shall be entitled to the amounts due under Clause 5 or Clause 14 and shall retain all amounts already paid up to those amounts, without prejudice to further claims for damages. **Business Customers:** LMS may instead claim the full agreed price, less only costs demonstrably saved, together with any further damage.
- 11.6 LMS may also withdraw from the Contract before arrival in the cases set out in Clause 9.4, in the event of force majeure in accordance with Clause 13, and where the Contracting Party has failed to provide a deposit, prepayment, credit card authorisation or security deposit in accordance with Clause 3.
- 11.7 Termination and withdrawal shall be declared in writing. Where immediate action is required on site, termination may be declared orally by the management or the reception of the Resort and shall be confirmed in writing afterwards.

## 12. Liability for Items Brought Into the Resort

- 12.1 LMS is liable for the loss of or damage to items brought into the Resort by Hotel Guests in accordance with the provisions of the Croatian Obligations Act on the hotel-keeper's deposit (ugostiteljska ostava, Article 737 et seq.). Under these provisions, the liability of LMS for items brought into the Resort which have not been handed over to LMS for safekeeping is limited to the statutory maximum amount (currently EUR 1,330.00), unless the loss or damage was caused by the fault of LMS or of persons for whom LMS is responsible.
- 12.2 LMS is not liable for the loss of or damage to items brought into the Resort if the loss or damage was caused by circumstances which could not have been avoided or averted, by the conduct of the Hotel Guest or of persons whom the Hotel Guest brought into the Resort or who visited the Hotel Guest, or by the nature of the items themselves. Items placed in the safe deposit box of the accommodation unit are not handed over to LMS for safekeeping; Hotel Guests shall use such safe deposit boxes for money, jewellery, valuables and documents. Hotel Guests shall not leave items unattended in common areas, beach and pool areas, event venues or vehicles; leaving items unattended shall be taken into account as contributory conduct of the Hotel Guest within the meaning of this Clause.
- 12.3 LMS is liable in full for items which Hotel Guests have handed over to LMS or its authorised personnel for safekeeping against a receipt, for items which LMS has unjustifiably refused to accept for safekeeping, and where the loss or damage was caused by the fault of LMS or of persons for whom LMS is responsible. Any contributory fault of the Contracting Party or the Hotel Guest shall be taken into account and may reduce or exclude liability accordingly.
- 12.4 LMS may refuse to accept for safekeeping money, securities, jewellery, valuables or other items of exceptional value which are disproportionate to the size and standard of the Resort, dangerous items, or items for which LMS has no suitable storage facilities. Where such items are accepted, the Hotel Guest shall declare their nature and value at the time of deposit and LMS shall be liable only up to the value declared and accepted at the time of deposit.
- 12.5 Loss of or damage to items brought into the Resort must be reported to LMS without undue delay upon becoming aware of the loss or damage, at the latest before departure. A Hotel Guest who fails to report the loss or damage without delay is entitled to compensation only if the Hotel Guest proves that the loss or damage was caused by the fault of LMS or of persons for whom LMS is responsible.
- 12.6 Any claims for loss of or damage to items brought into the Resort shall become time-barred unless asserted within the statutory limitation period applicable under Croatian law. **Business Customers:** claims for loss of or damage to items must be notified to LMS in writing, with supporting evidence, within six (6) months of departure, failing which they are forfeited.
- 12.7 Items left behind by Hotel Guests will be kept by LMS for six (6) months from departure. LMS will inform the Hotel Guest if the Hotel Guest's contact details are known. Items are returned at the Hotel Guest's request and at the Hotel Guest's cost and risk. Perishable items may be disposed of immediately. Items not claimed within six (6) months may be handed over to the competent lost property office or, where permitted by law, disposed of or donated by LMS.

### 13. Limitation of Liability

- 13.1 **Consumers:** LMS is liable without limitation for damage caused intentionally or by gross negligence, for death, personal injury or damage to health caused by its fault, and in all cases in which liability cannot be excluded or limited under mandatory law. For damage caused by ordinary negligence, LMS is liable only for the breach of essential contractual obligations, being obligations whose fulfilment is essential to the proper performance of the Contract and on whose fulfilment the Consumer may reasonably rely, and in that case only for the foreseeable damage typical for this type of contract. Any further liability of LMS towards Consumers for ordinary negligence is excluded.
- 13.2 **Business Customers:** the liability of LMS for ordinary negligence is excluded. Liability for gross negligence and intent remains unaffected. The total liability of LMS towards a Business Customer under or in connection with a Contract is limited to the Total Booking Value or the total agreed price of the event, except for damage caused intentionally or by gross negligence and for death, personal injury or damage to health. The burden of proof for establishing fault shall lie with the Business Customer.

- 13.3 LMS shall not be liable for indirect or consequential damages, loss of profit, loss of business, loss of use, non-material damages or reputational harm, except where such damage was caused intentionally or by gross negligence or where liability cannot be excluded under mandatory law.
- 13.4 Any liability of LMS shall be limited to the foreseeable damage typical for the contract and shall not exceed the legitimate contractual interest of the Contracting Party, except in the cases of intent, gross negligence, death, personal injury or damage to health.
- 13.5 LMS is not liable for the services, acts or omissions of third-party providers under Clause 7.5, of external suppliers engaged by the Organiser or of other Guests, nor for interruptions of the supply of electricity, water, internet, telecommunications or other utilities caused by third parties or by the public infrastructure.
- 13.6 LMS shall not be liable for any failure or delay in the performance of its obligations where such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters (storms, earthquakes, fires, floods), pandemics, epidemics, governmental restrictions, acts of public authorities, travel bans, ferry disruptions, strikes, war, terrorism, civil unrest, cyber-attacks, utility failures, supply chain interruptions, severe weather conditions affecting pools, beach areas or other facilities, or any other force majeure event.
- 13.7 In the event of force majeure, LMS shall be entitled to suspend the performance of its obligations for the duration of the impediment without incurring any liability.
- 13.8 Where performance becomes impossible or substantially impracticable due to force majeure, LMS shall offer the Contracting Party alternative dates or rescheduling of the accommodation, event or wedding, or a credit voucher for future services of equal value. **Consumers:** if the Consumer does not accept the alternative dates or the credit voucher within fourteen (14) days of the offer, or if no alternative can reasonably be offered, LMS shall refund all amounts received for services not performed within fourteen (14) days thereafter. **Business Customers:** LMS may deduct from any refund the non-recoverable costs of third-party services and other expenses already incurred for the specific booking or event and may retain the amounts paid until the extent of those costs has been established.
- 13.9 LMS shall not be liable for any damage resulting from the non-performance, defective performance or delayed performance of its obligations caused by a force majeure event, nor for damage caused directly by the force majeure event itself.
- 13.10 The occurrence of force majeure which affects the Contracting Party or the Hotel Guests, but not the performance of the services by LMS, shall not entitle the Contracting Party to terminate the Contract without the application of the agreed cancellation conditions under Clause 5, unless mandatory law provides otherwise. Clause 5.7 applies accordingly.

#### **14. Events and Weddings**

- 14.1 Events, weddings and similar functions shall be organised on the basis of a written contract, written offer or any other written agreement concluded between LMS and the Organiser. For the avoidance of doubt, an agreement reached through written email correspondence confirming the essential terms of the event shall be deemed a written offer and a binding Contract.
- 14.2 Events and weddings may include, in addition to venue hire, a combination of additional services provided by LMS or through LMS-approved suppliers, including without limitation accommodation services, room blocks, catering and food and beverage services, technical equipment, security services, coordination and other ancillary services. Services of external suppliers which the Organiser engages directly are not part of the Contract with LMS and require the prior approval of LMS as to access, timing and safety.
- 14.3 Unless expressly agreed otherwise in the applicable event contract, the provisions of these T&C applicable to accommodation contracts and other hotel services shall apply mutatis mutandis to events, weddings and all related additional services.

- 14.4 The Organiser acknowledges that the organisation of events and weddings involves enhanced operational, safety, reputational and organisational risks and therefore accepts heightened duties of care, cooperation and responsibility towards LMS.
- 14.5 LMS may impose minimum consumption requirements, minimum accommodation blocks, guaranteed participant numbers, schedules, curfews, noise limits, security requirements and technical or operational restrictions, all as specified in the event contract, offer, email agreement or otherwise communicated by LMS in writing.
- 14.6 The Organiser shall provide final guaranteed participant numbers and, where applicable, confirmed accommodation requirements within the deadline specified by LMS. Such numbers and requirements shall constitute the minimum basis for invoicing, irrespective of actual attendance or usage. Increases in participant numbers are subject to availability and to the prior approval of LMS.
- 14.7 Setup, event duration and dismantling times agreed with LMS are binding. Any overtime, additional use of premises or extension of services shall be charged separately per commenced hour or per applicable service unit, unless expressly agreed otherwise.
- 14.8 Deposits, advance payments, security deposits, payment schedules, cancellation and postponement terms applicable to events, weddings and any related additional services shall be governed primarily by the event contract, offer or email agreement. In the absence of specific provisions, the following cancellation fees, calculated on the agreed or, in the absence of an agreed total, the estimated total price of the event and all related services (including minimum consumption, room blocks and services of LMS-approved suppliers booked through LMS), shall apply:
- a) up to 181 days before the event: 25%;
  - b) 180 to 91 days before the event: 50%;
  - c) 90 to 31 days before the event: 75%;
  - d) 30 days or less before the event, or in case of no-show or cancellation on the day of the event: 100%.
- 14.9 Postponement of an event to a new date is subject to the written consent of LMS and to availability. LMS may make its consent conditional upon payment of an amendment fee and upon the prices applicable on the new date. If the postponed event is subsequently cancelled, the cancellation fee is calculated by reference to the original event date or the new date, whichever results in the higher fee. **Business Customers:** the cancellation fees under this Clause are minimum compensation and do not preclude LMS from claiming further damage. **Consumers:** the cancellation fees take into account the costs saved by LMS and its usual possibility of re-letting the venue; amounts which LMS actually recovers from third-party suppliers or by re-letting the venue for the same date shall be credited against the fee.
- 14.10 LMS reserves the right to suspend, restrict or terminate an event, wedding or any related additional services with immediate effect if safety, legal compliance, public order, protection of property, comfort of other guests or reputation of the Resort is jeopardised. Where the reason is attributable to the Organiser, the Participants or the suppliers engaged by the Organiser, no refund or compensation shall be due and the full agreed price remains payable. Where the reason is not attributable to them, LMS shall refund the price of clearly separable services which were not performed and no further compensation shall be due.
- 14.11 The Organiser shall be liable for the conduct of all Participants, guests, suppliers and service providers admitted to the Resort in connection with the event as for its own conduct and shall indemnify and hold harmless LMS against any claims, damages, penalties or costs arising in connection with the event, wedding or any related additional services, except to the extent caused by the fault of LMS.
- 14.12 The Organiser shall obtain and comply with all permits, licences and notifications required for the event (including for music, fireworks and the use of public areas and of the sea) and shall bear all related fees, including fees due to collecting societies for the public performance of music where the music is provided by the Organiser or its suppliers. Fireworks, open fires and pyrotechnics are prohibited unless expressly approved by LMS in writing and permitted by the competent authorities. Amplified music outdoors must end by the time set out in the event contract or, in its absence, by the time prescribed by the applicable noise regulations.
- 14.13 For events with more than fifty (50) Participants, or where LMS so requires, the Organiser shall provide evidence of adequate third-party liability insurance covering the event before the event takes place.

Suppliers engaged by the Organiser must comply with the safety, access, set-up and dismantling instructions of LMS and may be refused access if they fail to do so.

- 14.14 Where the Organiser is a Consumer (in particular for private weddings and family celebrations), the provisions of these T&C marked “Consumers” apply to the Organiser and the cancellation fees under this Clause 14 apply in place of Clause 5.2.

## 15. Website Terms of Use and Data Protection

- 15.1 The use of the official website of the Resort available at [www.lioqa.com](http://www.lioqa.com) shall be governed by the applicable Terms of Use published on that website. Such Terms of Use form an integral part of the contractual relationship between LMS and the Contracting Party to the extent applicable.
- 15.2 In the event of any interaction, booking, inquiry or agreement made through the website [www.lioqa.com](http://www.lioqa.com), the Contracting Party acknowledges and agrees to be bound by the Terms of Use of that website as in force at the relevant time.
- 15.3 LMS processes personal data in accordance with applicable data protection laws and its Privacy Policy. LMS processes the personal data of the Contracting Party, the Hotel Guests and the Participants as controller for the purposes of the conclusion and performance of the Contract, compliance with legal obligations (in particular guest registration and tax and accounting obligations), the protection of its legitimate interests (in particular security, video surveillance of the public areas of the Resort, prevention of fraud and enforcement of claims) and, subject to the applicable legal basis, marketing. The public areas of the Resort are under video surveillance, which is indicated by notices on site. Detailed information on data processing, cookies and user rights is available on the website [www.lioqa.com](http://www.lioqa.com).
- 15.4 LMS may photograph or record the public areas of the Resort and events for documentation, security and marketing purposes. Guests, Organisers and Participants may appear incidentally in such materials. Where a Guest, Organiser or Participant is the recognisable focus of a photograph or recording intended for marketing purposes (including publication on websites, social media platforms and marketing materials), LMS will use it only with that person’s consent. The Organiser shall inform the Participants of an event of any photography or filming arranged by LMS or by the Organiser. Any person who does not wish to be photographed may inform LMS or its photographer at any time. Photographs and recordings of the Resort, its staff and other Guests may not be used by Guests, Organisers or Participants for commercial purposes without the prior written consent of LMS. All personal data shall be processed in accordance with applicable data protection laws.

## 16. Governing Law and Jurisdiction

- 16.1 These T&C and every Contract are governed by the laws of the Republic of Croatia, excluding its conflict-of-law rules. **Consumers:** this choice of law does not deprive a Consumer habitually resident in another Member State of the European Union of the protection afforded by provisions of the law of that State which cannot be derogated from by agreement (Article 6 of Regulation (EC) No 593/2008).
- 16.2 **Business Customers:** all disputes arising out of or in connection with these T&C or a Contract shall be subject to the exclusive jurisdiction of the court having subject-matter jurisdiction in Zadar, Republic of Croatia. LMS may also bring proceedings before the courts having jurisdiction at the seat or domicile of the Business Customer. **Consumers:** the statutory rules on jurisdiction apply. A Consumer domiciled in a Member State of the European Union may bring proceedings against LMS either before the courts of the Republic of Croatia or before the courts of the Member State in which the Consumer is domiciled, and proceedings against the Consumer may be brought only before the courts of the Member State in which the Consumer is domiciled (Articles 17 to 19 of Regulation (EU) No 1215/2012). For Consumers domiciled in the Republic of Croatia, the court having jurisdiction under Croatian law shall be competent.

## 17. Amendments to the Terms & Conditions

- 17.1 LMS reserves the right to amend or update these T&C at any time for operational, legal, safety, organisational or business reasons.
- 17.2 Updated T&C shall apply to all future contracts concluded after their publication.

- 17.3 **Business Customers:** with respect to existing contractual relationships with Business Customers, in particular framework, agency and corporate agreements, amended T&C shall become effective upon notification to the Business Customer in a suitable manner, unless the Business Customer objects in writing within fifteen (15) days from the date of notification.
- 17.4 If the Business Customer does not object within the period specified in Clause 17.3, the amended T&C shall be deemed accepted and shall replace the previous version in full.
- 17.5 If the Business Customer objects in due time, LMS shall be entitled to terminate the contract with effect from the end of the current contractual period.
- 17.6 **Consumers:** Contracts with Consumers are governed by the version of these T&C in force at the time of conclusion of the Contract. Amendments to the House Rules under Clause 6.6 remain unaffected.

## **18. Complaints and Alternative Dispute Resolution**

- 18.1 Complaints about the services of LMS may be submitted in writing at the reception of the Resort, by post to the registered seat of LMS stated above or by e-mail to [info@lioqa.com](mailto:info@lioqa.com). LMS will confirm receipt of a written complaint in writing without delay and will respond in writing within fifteen (15) days of receipt, stating whether it accepts the complaint. LMS keeps records of written complaints for the period required by law.
- 18.2 **Consumers:** if a complaint is not resolved to the Consumer's satisfaction, the Consumer may initiate an out-of-court procedure before a body for the alternative resolution of consumer disputes notified in the Republic of Croatia, in particular the Centar za mirenje pri Hrvatskoj gospodarskoj komori (Rooseveltov trg 2, 10000 Zagreb, [www.hgk.hr](http://www.hgk.hr)) or the Sud časti pri Hrvatskoj gospodarskoj komori (Rooseveltov trg 2, 10000 Zagreb, [www.hgk.hr](http://www.hgk.hr)). The list of notified bodies is published by the ministry competent for consumer protection. LMS is not obliged to participate in alternative dispute resolution procedures and decides on its participation on a case-by-case basis, without prejudice to the rules of the Sud časti pri Hrvatskoj gospodarskoj komori.
- 18.3 The submission of a complaint or the initiation of an alternative dispute resolution procedure does not suspend the obligation to pay undisputed amounts and does not affect the right of either party to bring proceedings before the competent court.

## **19. Special Provisions for Business Customers**

- 19.1 This Clause 19 applies only where the Contracting Party is a Business Customer and applies in addition to the provisions of these T&C marked "Business Customers".
- 19.2 The Business Customer may set off against claims of LMS only claims which are undisputed or which have been established by a final court judgment, and may exercise a right of retention only in respect of claims arising from the same Contract.
- 19.3 Claims of the Business Customer against LMS arising out of or in connection with a Contract, other than claims for death, personal injury or damage to health, must be notified to LMS in writing, with a statement of the grounds and of the amount, within six (6) months after departure or completion of the event, failing which they are forfeited. The statutory limitation periods remain unaffected.
- 19.4 The Business Customer waives the right to request the amendment or termination of the Contract on the grounds of changed circumstances (Article 369 et seq. of the Croatian Obligations Act) in relation to changes in the costs of travel or transport, currency exchange rates, market conditions, the availability of flights, ferries or other transport, weather conditions and public health, travel or entry restrictions affecting the Business Customer, its Hotel Guests or its Participants.
- 19.5 Travel agencies, tour operators and other intermediaries booking for their clients shall pass on these T&C, the Rate Conditions and the House Rules to their clients, shall be liable for the accuracy of the data provided and for the payment obligations of their clients, and are not entitled to any commission unless expressly

agreed in writing. Commission, where agreed, is calculated on the net accommodation price actually paid, excluding taxes and extras, and is payable only after full payment of the invoice.

- 19.6 Unless agreed otherwise in writing, invoices to Business Customers are payable within fourteen (14) days of the invoice date without deduction, and LMS may require prepayment of 100% of the Total Booking Value or of the agreed price of the event before arrival or before the event. For Group Bookings and events, the Business Customer shall provide a rooming list or participant list not later than fourteen (14) days before arrival or the event.
- 19.7 Prices, discounts and conditions agreed individually with Business Customers are confidential and may not be disclosed to third parties or published, in particular on online platforms, without the prior written consent of LMS.
- 19.8 Amendments and supplements to a Contract with a Business Customer require written form (e-mail sufficient). No oral side agreements exist.

## **20. Final Provisions**

- 20.1 If any provision of these T&C is invalid or unenforceable, the remaining provisions shall remain in full force and effect. In relation to Business Customers, an invalid or unenforceable provision shall be replaced by a valid provision which comes closest to its economic purpose.
- 20.2 In all matters not expressly regulated herein, the applicable statutory provisions shall apply.
- 20.3 These T&C may be issued and made available in different language versions, including English and Croatian versions. In the event of any discrepancy, inconsistency or ambiguity between any language versions, the English version shall prevail and be binding for Business Customers. For Consumers, the Croatian version shall prevail where the Contract was concluded in Croatian or where mandatory law so requires; in all other cases the English version shall prevail, unless mandatory law requires otherwise.
- 20.4 Headings are for convenience only and do not affect interpretation. References to Clauses are references to Clauses of these T&C. The terms “including” and “in particular” are illustrative and not limiting.
- 20.5 These T&C are available at [www.lioqa.com](http://www.lioqa.com) and at the reception of the Resort and were last updated on [05.10.2026]. They apply to Contracts concluded from that date.