

## TERMS AND CONDITIONS

These Terms and Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Obonjan Rivijera d.d. of Nikole Tesle 67, HR-22000 Šibenik, Croatia (Company Registration No. 100012041), (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. He/She has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/She consents to our use of information in accordance with our Privacy Policy;
3. He/She is over 18 years of age;
4. He/She accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

### 1. Making a Booking

A booking is made with us when you a) accept our written, online or verbal quotation; and b) you make the applicable payment; and c) we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that confirms the details of your booking.

Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

### 2. Payment & Prices

The following payment options may be available to you (subject to availability on the website):

1. Non-refundable Early Booking Discount Rate: you can choose to pay the full cost of your booking at the time of booking. If you choose this option, you will be entitled to a discounted rate however you will not be entitled to any refund in the event you cancel your booking after it has been confirmed, for any reason whatsoever; or
2. 30% Deposit: you can choose to secure your booking with a deposit payment of 30% of the total cost of your booking. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in Clause 4 below will become payable. If you cancel your booking after you have paid the balance then the normal cancellation charges at Clause 4 shall apply.
3. If you booked and paid a 30% deposit before 17<sup>th</sup> April 2018, the balance of your booking will be due by 1<sup>st</sup> May 2018. If you booked and paid a 30% deposit after 17<sup>th</sup> April 2018, the balance of your booking will be due 30 days prior to your arrival.

If the above options are not available on the website, full payment must be made at the time of booking. If you cancel your booking after it has been confirmed, the cancellation charges in Clause 4 shall apply. Please note that all payments will be taken in Kuna (HRK). If you choose to pay in the currency other than Kuna, you may be liable to pay any exchange rate charges levied by your bank and we shall have no liability for this. Furthermore, the price of your confirmed booking is subject at all times to changes arising from government action such as changes in VAT or any other government imposed changes, and changes in the exchange rates of currency, and we reserve the right to pass on to you any increases in the price of your confirmed booking as a result.

We endeavour to ensure that all the information and prices both on our website and in our itineraries and the marketing material are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to your booking.

### **3. If you wish to change your booking**

If you wish to change any part of your booking arrangements after the confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of up to £50.00 per booking (charged entirely at our discretion) as well as any applicable rate changes or extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the arrival date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you and a cancellation fee may be payable as specified in Clause 4.

### **4. If you wish to cancel your booking**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing to [booking@obonjan.hr](mailto:booking@obonjan.hr). Your notice of cancellation will only take effect when it is received in writing by us at this email address and will be effective from the date on which we receive it. Since we incur costs in cancelling your booking, you will have to pay the applicable cancellation charges up to the maximum shown below (with the exception of bookings made using the Early Booking Discount which are non-refundable). The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling.

60 days or more – Loss of deposit (if a deposit was paid) or 30% of total booking cost  
59 days or less – 100% of booking cost

\*Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. We will deduct the cancellation charge(s) from any monies you have already paid to us.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

**IMPORTANT NOTE:** Where you have paid in full at the time of your booking to take advantage of the Early Booking Discount, your booking is non-refundable and you will not be entitled to any refund in the event you cancel your booking after it has been confirmed.

## **5. Curtailment**

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **6. If we change or cancel your booking**

If due to circumstances beyond our control it becomes necessary to substitute an alternative supplier, or make any other alterations to your booking we shall inform you of the changes as soon as possible. You must pay any additional cost due to such changes. If the changes are, in our view, so substantial as to significantly alter your booking and you are unwilling to accept said changes then you may cancel your booking and we will give a refund of all money you have paid to us. We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "Force Majeure" (see Clause 7) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result except where we manage to recover the same from our suppliers. You must direct all claims to your travel insurance.

## **7. Force Majeure**

Except where otherwise expressly stated in these Terms & Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or our suppliers could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the concerned supplier(s) control. Advice from the Foreign Office to avoid or leave a particular country will also constitute Force Majeure.

Due to the accommodation being located on an island, you accept that travel to/from the island may be affected by weather conditions and other such factors outside our and our suppliers' control. Accordingly, we cannot be held liable and will not pay any refunds or compensation where your stay is affected by such factors, including where this results in a reduction in the number of nights of your stay, or where this affects the arts/entertainment programme (e.g. in the event any of the artists cannot make it on to the island due to the weather conditions).

## **8. Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **9. Special Requests**

Any special request must be advised to us at the time of booking e.g. diet, room location, a particular facility at the Island etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## **10. Disabilities and Medical Problems**

We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to visit and navigate around the island. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **11. Complaints**

We make every effort to ensure that your booking arrangements run smoothly but if you do have a problem during your stay, please inform the General Manager immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us at [feedback@obonjan.hr](mailto:feedback@obonjan.hr). If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at [feedback@obonjan.hr](mailto:feedback@obonjan.hr) within 15 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

You can access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>.

## **12. Behaviour & Indemnity**

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. In particular, you agree to the following:

- The House Rules, which can be found at <https://www.obonjan-island.com/house-rules/> and are detailed below, as amended from time to time. We request that you familiarise yourself with the House Rules prior to arrival as you will be required to sign to confirm that you have read and accept the House Rules at check-in.
- In the interests of safety, you may be asked by a person in authority to submit to a search of your person or your belongings and if you are found to be in possession of materials believed by said person to be dangerous, illegal or unsuitable such materials may be confiscated until the end of your stay.
- Neither you nor any of your guests may bring illegal or intoxicating substances or liquids or illegal weapons, firearms or explosives to the Island.

- We may, in our sole discretion, refuse to allow to be brought to the island any item considered to be dangerous or offensive.
- We operate a strict “No Smoking” policy in the accommodation and any indoor venue on the island. You are expected to respect and adhere to this at all times.
- Our staff are entitled to be treated with dignity, politeness and respect by you at all times. Any physical or verbal abuse or aggressive or violent conduct will not be tolerated.
- We require that you show due consideration to the inhabitants of nearby and neighbouring accommodation and keep any noise to a minimum, particularly late at night/early morning.
- Any damage to the accommodation or our property must promptly be reported by you to the General Manager and you shall pay for the cost of repairing any damage caused.
- We reserve the right to charge for any lost or damaged keys, locks, remote controls and/or another equipment, furniture and furnishings provided for the guest’s reasonable use in the accommodation.
- If in our opinion or in the opinion of the General Manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to breach any of the terms above, these booking conditions generally otherwise cause distress, danger or annoyance to any of our other guests or any third party or damage to property, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination.

You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the General Manager or other supplier prior to departure from the accommodation. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

### **13. Our Liability**

1. We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the act(s) and/or omission(s) of the person(s) affected;
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable;
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

3. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
  - (a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind. (b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
4. It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
5. Where any payment is made, the person(s) receiving it must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
6. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
7. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. Excursions or other tours that you may choose to book or pay for whilst you are on the island are not part of your contracted arrangements with us. For any excursion or other tour that you book whilst on the island, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.
8. We are not liable for any cancellation, postponement or amendment to any part of any entertainment programme advertised, whether this is advertised by us or by a third party. If any such entertainment is cancelled, postponed or amended this will not give rise to any entitlement for damages, compensation, cancellation of booking or refund. Any part of any entertainment programme howsoever advertised is subject to change at any time without notice.

#### **14. Passport & Visa Requirements**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the respective Embassy or with the Ministry of Foreign and European Affairs of the Republic of Croatia (<http://www.mvep.hr/en/consular-information/travel-information/> at your or neighbouring country) as well as with the Foreign Office at your country. Advice from the Foreign Office to avoid or leave a particular country will constitute Force Majeure (see Clause 7).

#### **15. Arts & Entertainment Programme**

All accommodation bookings are sold subject to our right to alter or vary the published arts & entertainment programme for the whole or part of your time on the island. Such alterations may result in changes or cancellations to the artist and performer line-up, playing times, or any other aspect of the arts & entertainment programme, and we reserve all rights in this regard. Any published start times of a performance are estimates only and are subject to change without notice.

We shall not be liable for any changes or cancellations to the arts & entertainment programme and you will not be entitled to any refund or compensation payments in these circumstances.

## **16. Arrival & Departure**

You can check-in at the accommodation from 3pm onwards on the start date of your booking. You must check-out of the accommodation by 10:30am on the last day and failure to do so may result in your being charged an additional sum.

## **17. Security Deposits**

At check-in, you will be required to provide a security deposit, which will be held on a credit card, as follows:

Bell Tent – 750,00 HRK  
Forest Lodge – 1.500,00 HRK  
Sun Lodge – 1.500,00 HRK

The security deposit will be used to cover the cost of any breakages, damage or losses found at the accommodation, upon inspection, once you have checked-out, and we reserve the right to deduct such sums from the security deposit without notice to you. Where it is found that the security deposit is insufficient to cover the costs of damage, breakage or loss to the accommodation caused by you, we shall rely on the indemnity at Clause 12 to recover all our losses from you.

Please note that it may take up to 72 hours to process the refund of the security deposit (less any costs for breakages, damages etc. if applicable), after check-out.

## **18. Persons Under the age of 18**

Unless specifically agreed in advance in writing by Obonjan Rivijera d.d. no person under the age of 18 at the time of check in will be permitted to check in. We are an adult only resort and by placing your booking you are confirming that all persons within your booking party are over the age of 18. We accept no responsibility for any person under the age of 18 who is on the island without our permission. The terrain on the island and the accommodation is not suitable for persons under the age of 18.

## **19. Pets**

We do not allow guests to bring pets on to the island. We reserve the right to refuse entry to guests that bring pets.

## **HOUSE RULES**

Our house rules are created with you in mind and to ensure that our guests have an amazing stay on the Island. We don't anticipate there will be any problems but for your safety on and enjoyment of the Island we respectfully ask that you adhere to our House Rules.

### **1. ARRIVAL ON THE ISLAND AND DEPARTURE**

#### **Reception**

1.1 Our reception is opened 24 hours, 7 days per week. The telephone number for reception, should you need it is +385 95 7332 213. Local tourist information is available at reception.

For more information about the Island or the surrounding areas please do not hesitate to speak to the reception staff.

1.2 Each guest is required to register at the reception desk (the white building adjacent to the east harbour) with personal identification documents.

### **Arrival and Departure**

1.3 Your accommodation will be available from 3pm on the day of your arrival and you are requested to vacate your accommodation by 10.30am on the day of your departure. Failure to vacate your accommodation by this time may result in an extra charge being applied to your stay. If you wish to extend your stay, please contact reception by 13.00pm on the day prior to your original departure date.

## **2. SAFETY AND SMOKING**

### **Smoking**

2.1 Given the Island's environment, it is essential that cigarettes are completely stubbed out and disposed of in one of the bins around the Island. Please do not throw cigarette ends on the ground or into the woodland. In the unlikely event of a natural fire please report this to reception or a member of staff immediately.

2.2 We operate a strict "No Smoking" policy within the buildings, restaurants, bars accommodation and restaurant terraces on the Island. If we discover that you have breached this rule we reserve the right to charge you €100 for professional cleaning and/or the replacement of any linens, fabrics and floor coverings in the polluted areas.

### **Fire safety**

2.3 Due to the serious danger a fire would cause on the Island, fires of any nature and barbeques are strictly prohibited. Any guest found with a fire or using a barbeque will be required to leave the Island and no refunds or compensation will be given in these circumstances.

### **Evacuation**

2.4 In the unlikely event of evacuation being deemed necessary please follow the staff's instructions in a calm and controlled manner.

## **3. SECURITY AND VALUABLES**

3.1 For guests staying in bell tents, we recommend storing valuable items in the safety deposit boxes located within the reception building which can be rented for a small charge. Safes are available in each Forest Lodge.

3.2 We accept no responsibility or liability for any inconvenience, injury, loss and/or damage caused to any person or property whilst on the Island. We are not responsible for the security of possessions or property on the Island. These are brought to the Island entirely at your own risk.

## **4. NOISE**

4.1 Please think of other guests whilst on the Island and keep noise within your accommodation to a minimum between the hours of midnight and 8.00am. When returning to your accommodation at night, please remember other guests may be asleep.

4.2 Audio equipment may only be used within the accommodation and at a level that does not disturb other guests.

## **5. CLEANLINESS**

5.1 We make every effort to keep our welfare facilities clean and tidy and ask for your assistance in maintaining this standard by using the refuse and recycling bins and chemical disposal points provided.

5.2 We strive to operate an environmentally friendly Island so please recycle as much of your rubbish as you can. Please put all non-recyclable rubbish in plastic bags with the tops tied into the bins. Please do not leave any bags beside the bins.

5.3 You are required to keep your accommodation and its surround clean and free of rubbish at all times. Rubbish (in particular discarded food and drinks) left outside your accommodation will attract pests.

5.4 Please do not tie or hang anything from your accommodation or over the trees, bushes or fencing. It is not permitted to hang washing or put up washing lines on any part of the island.

5.5 As part of our commitment to the environment, we would welcome your cooperation in helping us to reduce unnecessary laundry and its associated environmental impact. Bed linen and towels are changed every 4 days however, if you are happy to have your bed linen and towels changed less frequently, please let reception know. The towels provided in your accommodation are for use inside your accommodation and the welfare buildings. If you require a clean towel before they are changed, please contact reception. Separate towels are available for the pool and east harbour. If you would like your accommodation cleaning by our laundry service before it is due to be, this can be arranged for the following charges: 4 person forest lodge – 115Kn; 2 person forest lodge – 90Kn; and bell tent – 70Kn. Please contact reception to arrange this service.

## **6. FOOD AND DRINK**

6.1 There are number of restaurants and bars on the Island to for you to enjoy an exciting range of food, snacks and beverages during your stay.

6.2 You are welcome to bring a limited supply of alcohol to the Island to be consumed in your accommodation only. Only food and beverages purchased from our store, restaurants or licensed bars may be consumed on the rest of the Island. We will confiscate any alcohol found on guests in breach of these rules.

6.3 We want everyone to enjoy the picturesque and tranquil setting of our Island and so we ask that you do not walk round the Island drinking alcohol.

## **7. SWIMMING AT THE ISLAND**

**BE WARNED: Swimming is prohibited except in designated areas as listed below. Any person entering the water outside of these areas does so against advice and at their own risk.**

## **Swimming Pool**

7.1 The Swimming Pool is open daily between 8am and 7pm. Swimming in the pool outside of those times is strictly prohibited.

7.2 No lifeguard is on duty at the swimming pool. Guests using the swimming pool do so at their own risk. We accept no responsibility or liability for any accidents, injuries, damages, losses or illnesses howsoever caused to any person using the swimming pool.

7.3 No glasses, glass bottles or glass containers of any kind are permitted in or around the swimming pool.

7.4 All swimmers must wear bathing suits.

7.5 Diving is not permitted in the swimming pool.

7.6 Consuming alcohol before entering the pool is not permitted.

7.7 Please be aware that the swimming pool contains sea water, and is 1.8m deep at the deepest point, 0.9m deep at the shallowest point.

7.8 Please take care when using the swimming pool, running is not permitted at the pool side.

7.9 Smoking is not permitted in the pool or on the poolside.

## **East Harbour**

7.10 Swimming at the East Harbour is only permitted during hours of sunlight. Swimming at night is prohibited.

7.11 Swimming is only permitted within the designated swimming areas, which are clearly marked with buoys. Swimming outside the designated swimming areas is prohibited, anyone doing so does so at their own risk.

7.12 No lifeguard is on duty at the East Harbour. Guests using the designated swimming areas do so at their own risk. We accept no responsibility or liability for any accidents, injuries, damages, losses or illnesses howsoever caused to any person swimming in the sea. We recommend that only strong swimmers swim in the designated swimming areas, the water is deep.

7.13 No glasses, glass bottles or glass containers of any kind are permitted in the sea.

7.14 All swimmers must wear bathing suits.

7.15 Diving is not permitted in East Harbour.

7.16 Consuming alcohol before entering the sea is not permitted.

7.17 Please be aware that due to the nature of the designated swimming area being a harbour, the sea is immediately deep, and does not have a shallow point.

7.18 Please take care when entering the sea, and use the stairs where possible. Please note that sea urchins are likely to be situated on the rocks, sides and seabed.

We strongly recommend that swimmers wear beach shoes. Please take extra care. We do not accept responsibility for any injuries that may occur as a result of a sea urchin sting.

7.19 Smoking is not permitted in the sea.

### **South Beach**

7.20 Swimming at the South Beach is only permitted during hours of sunlight. Swimming at night is prohibited.

7.21 Swimming is only permitted within the designated swimming areas, which are clearly marked with buoys. Swimming outside the designated swimming areas is prohibited, anyone doing so does so at their own risk.

7.22 No lifeguard is on duty at the South Beach. Guests using the designated swimming areas do so at their own risk. We accept no responsibility or liability for any accidents, injuries, damages, losses or illnesses howsoever caused to any person swimming in the sea. We recommend that only strong swimmers swim in the designated swimming areas, the water is deep.

7.23 No glasses, glass bottles or glass containers of any kind are permitted in the sea.

7.24 All swimmers must wear bathing suits.

7.25 Diving is not permitted at South Beach.

7.26 Consuming alcohol before entering the sea is not permitted.

7.27 Please take care when entering the sea. Please note that sea urchins are likely to be situated on the rocks, sides and seabed. We strongly recommend that swimmers wear beach shoes. Please take extra care. We do not accept responsibility for any injuries that may occur as a result of a sea urchin sting.

7.28 Smoking is not permitted in the sea.

## **8. MEDICAL TREATMENT**

Medical treatment is available at the medical centre located behind Bok restaurant. If you require medical treatment during your stay, please visit the medical centre or tell a member of our team immediately.

## **9. TRAVEL ARRANGEMENTS**

### **Obonjan Ferry**

9.1 Guests are able to use the Obonjan passenger ferry to get to and from the Island. Charges will apply. Operating times for the ferry are available at reception.

9.2 As Obonjan is an island, you accept that travel to and from the island may be affected by weather conditions and other such factors outside our and our suppliers' control. Accordingly, we cannot be held liable and will not pay any refunds or compensation where your ferry journey is affected by such factors. In addition, we accept no liability if you miss the last ferry to the mainland. If this occurs, you will need to arrange your own taxi boat to the mainland.

## **Taxi Boats**

9.3 Taxi boats operate throughout the day and night at the Island. The taxi boats are operated by third party providers and the use of them is at your own risk. We have no liability to you should you chose to use a taxi boat.

## **10. TERRAIN**

10.1 Due to the untouched nature of the Island, the terrain is extremely uneven in places. Guests may explore those areas of the Island which are open to guests, but this is done strictly at their own risk. We do not accept any liability should any injury, loss and/or damage be caused to any person in these circumstances.

10.2 Certain designated areas of the Island are strictly no entry to our guests. We accept no liability should any injury, loss and/or damage be caused to any person resulting from a breach of this rule. Any guest found in these areas will be required to leave the Island. No refunds or compensation will be given in these circumstances.

## **11. GENERAL**

11.1 If you need help, advice or assistance whilst on the Island please speak to a member of our staff who will be happy to help you. They are responsible for the smooth running of the Island and for making your stay as enjoyable and memorable as possible.

11.2 So everyone can enjoy our amazing Island, please follow our staff's requests and all notices and instructions around the Island. Your health and safety is imperative to us, so please take care of yourself and others when on the Island. If you disregard these house rules and/or disrupt the enjoyment of other guests, we may ask you to leave the Island. Should this occur, no monies will be refunded to you and no compensation will be given.

11.3 In the unlikely case of a complaint, please speak to a member of staff as soon as possible, as it is important that we are given the opportunity to resolve any issues promptly.

11.4 With the exception of assistance dogs, no pets are allowed on the Island.

11.5 The use of any facilities provided, and/or the participation of any sporting or leisure pursuits/activities held, on the Island or organised by us, is entirely at your risk. Some of the activities carry a degree of risk. Neither us, nor our officers or staff, can be held responsible for any accidents, injuries, damages, losses or illness however caused.

11.6 We will endeavour to ensure that the Island and its facilities/amenities are opened for your enjoyment. We may however, without notice and without refund or compensation, change the operating hours of any facility or amenity or close any facility amenity for any reason.

11.7 We reserve the right to charge for any lost or damaged keys, remote controls and/or other equipment, fixtures, fittings and furnishings provided for guests to use in the accommodation.

11.8 Guests will be held liable for any losses, breakages or damage caused by them to the Island and/or its contents, including but not limited to any buildings, accommodation or property and/or equipment, fixtures, fittings and/or furnishings (including any items hired by guests).

11.9 Any damage to our property or accommodation must be reported immediately to a member of staff.

11.10 Guests are responsible for their own conduct on the Island and must have regard to any rules imposed by us, our staff and/or our representatives. If at any time, in our opinion, the conduct or behaviour of any guest(s) is considered to be detrimental to us or our other guests, then they will be asked to leave the Island. No refunds or compensation will be given in these circumstances.

11.11 You may not bring illegal or intoxicating substances or liquids, legal highs, illegal weapons, firearms, explosives, fireworks, laser pens or glass containers to the Island and we may, in our sole discretion, refuse to allow to be brought on to the Island any item considered to be dangerous or offensive.

11.12 In the interests of safety, you may be asked to submit to a search of your person or your belongings and if you are found to be in possession of materials believed to be dangerous, illegal or unsuitable such materials may be confiscated until the end of your stay or you may, in extreme cases, be required to leave the Island. No refunds or compensation will be given in these circumstances.

11.13 Strictly no trading or other commercial activity by any guest (including photography or filming for a commercial purpose) is allowed on the Island. If you are found to be selling any items, filming or taking photographs (for a commercial purpose) and/or trading on the Island you will be asked to leave the Island and no refund or compensation will be given.

11.14 By visiting the Island, you consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or by onsite CCTV cameras and recordings for security purposes, the copyright to which shall be owned by us or our contractors without payment or compensation.

**Thank you**  
**Obonjan Rivijera d.d.**