**General Terms and Conditions of**

**Igesia, Property Management and Business Enterprise**

(applicable from May 15, 2024)

**Article 1. Scope of Application**

1. These General Terms and Conditions shall apply to every contract for the provision of property maintenance and management services concluded by Igesia, Property Management and Business Enterprise, Business Registration Number: 98703994, owned by Lujo Stanišić, located at Petrčane, Petrčane Street V 15, Personal Identification Number: 50819938749 (hereinafter referred to as "**Igesia**") with property owners who wish to utilize these services (hereinafter referred to as "**Client**").
2. These General Terms and Conditions shall be published on Igesia's websites and updated in the case of amendments and supplements.
3. The Client agrees to these General Terms and Conditions by signing the contract for the provision of property maintenance and management services for the Client's property (hereinafter referred to as the "**Contract**"), thereby explicitly declaring that they are familiar with and agree to its provisions.
4. Specific provisions of the Contract that differ from these General Terms and Conditions shall take precedence over these General Terms and Conditions.

**Article 2. Conclusion of Contract**

1. In case that Client is interested in concluding the Contract, prior to sending any offer, Igesia shall first inspect the property and, based on this inspection and the Client's statement regarding which additional services from the service catalog they wish to contract, prepare a quotation indicating the price for each service from the service catalog.
2. The offer for a conclusion of the Contract, which Igesia submits to the interested Client, does not bind Igesia to conclude the Contract.
3. The prerequisite for concluding the Contract is that the Client is the owner or lawful possessor of the property with the authority to provide the property to Igesia for management, and that the real estate is insured against common risks (flood, fire, burglary, etc.). The insurance policy must be valid for the entire duration of the Contract.
4. Igesia may, prior to the conclusion of the Contract, request that the Client provide evidence of ownership or lawful possession of the property, as well as a corresponding insurance policy.
5. In the event that the property is not insured, Igesia may arrange insurance for the Client with a reputable insurance company, to which the Client agrees by selecting the additional service from the service catalog and signing the Contract. In this case, the Client will provide Igesia with all necessary documents, as well as powers and authorizations.
6. After the conclusion of the Contract, and prior to the handover of the property, Igesia and the Client shall draft and sign a record of the condition of the property, which constitutes an integral part of the Contract (instead of the record, the condition may also be documented with photographs received by both Igesia and the Client).

**Article 3. Duration and Termination of the Contract**

1. The Contract is concluded for an indefinite period, and either party may terminate the Contract without notice by sending a Termination Notice to the email address specified in the Contract, specifically in Article 8. of these General Terms and Conditions. Electronic delivery of the termination notice is considered completed at the moment the notice is recorded on the server for receiving such messages.
2. Notwithstanding paragraph 3.1. of this Article, the Contract cannot be terminated during the period from May 1 to September 30 of each year for the duration of the Contract.
3. Igesia has the right to terminate the Contract if the Client fails to pay the issued invoice within 15 days of the due date, without granting an additional period for the Client to fulfill the obligation. In this case, Igesia reserves the right to compensation for any damages incurred due to the cessation of maintenance and management of the property, including actual damages and lost profits.
4. The Client has the right to terminate the Contract if Igesia fails to fulfill or improperly fulfills its obligations under the Contract, after first giving Igesia a period of 5 business days to rectify the deficiencies. If Igesia does not rectify the deficiencies within the given period, the Contract is considered terminated by operation of law after the expiration of that period.
5. The Client has the right to terminate the Contract with immediate effect under the conditions specified in Article 9. of these General Terms and Conditions.
6. In the event that the Client cancels or terminates the Contract contrary to the provisions of paragraphs 3.2., 3.4., or 3.5. of this Article, they are obliged to pay Igesia a contractual penalty in the amount of 2,000.00 (two thousand) euros.

**Article 4. Service Catalog**

1. Igesia may provide basic and additional services to each Client.
2. The basic services include:

* Management of rental platforms, profile management, guest communication, as well as micro and macro location market analysis and continuous improvement of offers and sales. All profiles on rental platforms are the intellectual property of Igesia and access may be provided to the Client on the condition that no item is changed or altered in any way without the knowledge of Igesia and prior agreement.
* Cleaning.
* Guest check-out and check-in.

1. Additional services include:

* Organization of minor works and supervision thereof.
* Payment of bills.
* Individual services (arrangement of insurance, organization of major construction works or additional amenities, etc.).

1. Basic services are a mandatory component of every Contract, while the Client has the right to choose whether they wish to select additional services and which ones.

**Article 5. Service Prices**

1. The price of each service depends on the selection of services from the service catalog, and Igesia shall specify the exact amount of fees that the Client will be obliged to pay in the case of the conclusion of the Contract.
2. All prices indicated by Igesia in offers and invoices are exclusive of Value-added tax.

**Article 6. Service Payment**

1. Igesia shall issue an invoice to each Client via the email address specified in the Contract as the communication address. For this purpose, Igesia may issue consolidated or individual invoices.
2. Igesia shall deliver invoices for services rendered in the previous month no later than the 3rd business day of the current month.
3. An invoice issued in accordance with paragraph 6.2. of this Article is due for payment within 7 business days from the date of delivery.
4. In the event that the Client fails to pay the fee for the rendered services by the due date of an invoice, Igesia has the right to charge contractual interest at the rate of statutory default interest increased by one half for each day of delay, until the fee is settled.

**Article 7. Liability of Igesia**

1. In providing maintenance and management services for the property in accordance with the Contract and these General Terms and Conditions, Igesia is obliged to act diligently with the care as a good custodian.
2. Regardless of the services from the service catalog that Igesia provides to the Client, Igesia will regularly inform the Client about the condition of the property, at least upon guest turnover. In the event of specific inquiries from the Client regarding the condition of the property, Igesia will provide a written response within 48 hours of receiving the inquiry at the email address specified in Article 8. of these General Terms and Conditions.
3. Igesia bears no responsibility in the event of disappearance or theft of items on or within the Client's property.
4. Igesia is liable to the Client for other damages only in the event that such damage is caused by intent or gross negligence on the part of Igesia.

**Article 8. Address for Receipt and Sending of Notices**

8.1. The postal address to which Igesia undertakes to receive mail is the address of its headquarters at Petrčane, number 15, Street V, 23231 Petrčane.

8.2. The email address to which Igesia undertakes to receive and from which it undertakes to send messages to the Client is info@igesiapme.com.

8.3. Igesia undertakes to send notices and invoices to the email address provided by the Client in the Contract.

8.4. The Client is responsible and bears the risk in the event that a third party misuses their email address.

**Article 9. Amendments to these General Terms and Conditions**

1. Igesia reserves the right to amend or update these General Terms and Conditions at any time. Igesia will publish the new version of the General Terms and Conditions on its website, indicating the date from which they are in use.
2. In the event of amendments or supplements to these General Terms and Conditions, Igesia will notify Client of the mentioned changes at least 20 days before they come into effect, via email or mail.
3. The Client has the right to terminate the Contract with immediate effect within 8 days from the date of entry into force of the amendments to the General Terms and Conditions only if those changes materially adversely affect their obligations undertaken by signing the Contract, by submitting a termination statement to the email address specified in Article 8. of these General Terms and Conditions. If no termination statement is submitted within this period, the Client agrees to the amendments.
4. The Client does not have the right to terminate the Contract if the amendments to the General Terms and Conditions are in their favor, are administrative in nature and do not affect the Client's rights and obligations, or are necessary according to the regulations of the Republic of Croatia or the European Union.
5. If any provisions of these General Terms and Conditions are or become invalid in whole or in part, or if there is a gap, the validity of the remaining provisions shall remain unaffected. Instead of the invalid provision, Igesia shall promptly replace it with a valid provision that most closely corresponds to the meaning and purpose of the invalid provision.

**Article 10. Dispute Resolution**

10.1. Igesia and the Client shall endeavor to resolve any disputes arising from the contractual relationship amicably. If this is not possible, the court of exclusive jurisdiction for resolving all disputes arising from the contractual relationship between Igesia and the Client shall be the competent court in Zadar.

Igesia, owned by Lujo Stanišić

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