

BOOKING TERMS & CONDITIONS

I. PREAMBLE

These Booking Terms & Conditions (hereinafter "**Booking Terms**") of this Website owned by our Private Company under the name "**TIMA I.K.E.**" and the distinctive title "**AkriaThea**", with its registered seat at Koroni, Municipality of Pylos-Nestoros, Messinia, 24004, Greece) EUID ELGEMI.150794345000 and VAT number 997007313, as legally represented (hereinafter "**AkriaThea**" or simply "**Company**", "**we**"), constitute the terms and conditions that govern the use of our booking and accommodation services (hereinafter "**Services**"), as may be amended and in force from time to time.

In other words, Booking Terms constitute the entire and exclusive legally binding agreement that governs the transactional relationship between our Company and you, the users and consumers of our Services, specifying, among others, our Company's rights and obligations towards you, as well as your rights and obligations towards our Company. Booking Terms apply to the use of the Services, along with the Privacy Policy, House Rules and the Terms of Use of our Website.

By using our Website and our Services you expressly agree that you have read, understood and accepted the Booking Terms. Our legal relationship is subject to the Booking Terms which are effective at the time of your booking.

You shall frequently visit the Booking Terms, as part or all of these terms may be amended at any time, without justification or prior notification about such amendment. In the event of any disagreement or reservation of you about part or all of the Booking Terms, you shall refrain from the use of our Services.

II. BOOKING TERMS

1. HOW TO MAKE A BOOKING

1.1. You must be over 18 years old to book the Services of AkriaThea. In order for you to stay in AkriaThea, you shall provide us any necessary identification and contact details of yours upon our request. You shall also provide us the names of all Guests covered by your Booking.

1.2. "Booking" shall mean your booking request for accommodation and its acceptance by AkriaThea. Booking shall be governed by the Booking Terms.

1.3. When you make the Booking, you unconditionally declare, represent and warrant that you have the legal capacity to act in such a way and that all the information you provide us for such Booking are lawful, valid, true and accurate.

1.4. In case that you make the Booking on behalf of a third party, you unconditionally declare, represent, and warrant that you lawfully have the authority to act in such way. You shall provide us any necessary information proving your authorization upon our request.

1.5. Booking can be made through the following means:

(i) Online via the use of our Website: When you browse the Website, we indicate to you each time, in an understandable and easy-to-use way, specific technical steps in order to proceed and complete the Booking correctly. Especially, the technical stages of the Booking are the following:

- Selection of the desired Booking: The Website incorporates a booking search engine under the indication “Book Now” or “Book your Stay” where you are informed about the accommodation availability, the total fees and the advance payment fees of the Booking, as well as for the facilities and amenities of AkriaThea. When you proceed and complete the Booking, you are always informed that you are burdened with a relevant payment obligation.

- Display of Booking Details before its final submittance: All details of the Booking which you may select are displayed on our Website before the final submission of the Booking, in order for you to check if the Booking meets your preferences and correct any errors or inaccuracies before the final submission of the Booking.

- Acceptance of AkriaThea terms & conditions: After filling out the details of your Booking, your order is completed upon: (a) your acceptance of the Booking Terms, as well as of the Privacy Policy (including Cookies Policy and CCTV Policy), the House Rules and the Terms of Use of our Website, (b) the advance payment of the fees corresponding to the Booking you may choose, if required.

(ii) Via Telecommunication: Booking can be made by contacting us via call and/or message at Tel: (+30) 6936775089, WhatsApp: (+30) 6936775089, Viber: (+30) 6936775089.

(iii) Via E-mail: Booking can be made by contacting us at our email: welcome@akriathea.gr

1.6. It is clarified that the Booking constitutes your proposal for entering into an accommodation agreement (simply “Agreement”), which will consist of and governed by the Booking Terms.

1.7. The Agreement is concluded only after our confirmation that we accept the Booking. We will provide you with confirmation via e-mail within three (3) days after Booking. No Booking is confirmed until the agreed payment plan has been received by AkriaThea.

1.8. Upon the notification of the Booking confirmation, we will provide you the following information:

- Our identification and communication details.
- A copy of the Booking Terms of your Booking.
- The Booking details, regarding, among others, the facilities and amenities of your Booking, as well as the Booking relevant fees and the available modes of its payment.
- The deadline and the conditions to exercise your right to cancel the Booking.

1.9. Our Agreement is maintained by our Company for as long as the Services require. After the fulfillment of the Services, we maintain our Agreement for as long as the applicable law requires in order to comply with our obligations (e.g., tax legislation obligations). As long as we maintain our agreement you have the right to ask for a copy.

2. GUESTS

2.1. Booking is limited to the maximum number of 8 (eight) persons-guests per accommodation, including children, subject to 2.4.

2.2. Only you and the persons that you declare as guests (hereinafter “Guests” or “you”) upon the Booking are authorized to use the accommodation, facilities and amenities of the Booking.

2.3. You unconditionally declare, represent and warrant that you shall not host any other third person and/or permit in any way the use of the accommodation, facilities and amenities of the Booking by any other third person.

2.4. Infants and/or toddlers up to two years old are not counted in the number of Guests. Children older than two years old are counted in the number of Guests. You shall declare the exact number of infants and/or toddlers up to two years old upon your Booking.

2.5. In case that the number of Guests of your Booking is exceeded at any time during your stay, you are obliged to inform us upfront and ask for our permission. In case we decline to give our permission and the identities nevertheless change and/or the number of Guests of your Booking is nevertheless exceeded, you will be charged with two hundred and fifty Euros (€250,00) per day, with any part of a day counting as a whole day, for each different or extra person that uses our Services up to a total of 10 people; and five hundred Euros (€ 500,00) for each person above a total of 10 people per day, with any part of a day counting as a whole day. You furthermore declare, represent and warrant that you will proceed to the payment of any additional fees immediately upon our request by all available means. You also unconditionally declare, represent and warrant that you are fully responsible and liable for any negative consequences any different and/or extra person causes, for example any damage, deterioration or depreciation of the value of the property.

2.6. In case you refuse or dispute such additional fees arising from the different identities or exceeding of Guests’ number, we reserve the right to refuse the provision of Services and/or immediately terminate the Agreement, retaining any remuneration which has been paid up until the time of such termination, without prejudice for any additional claims. If you refuse to leave, we have the right to remove your luggage and belongings, without being liable for their safekeeping, while being entitled to retain any remuneration up to the time you do leave.

2.7. In case of unauthorized use of the estate by any third person you are liable for any act and/or omission of such person and for any claim of AkriaThea relating to the use of the estate (e.g., misalignment in amenities resulting from the exceeding of Guests). You are liable for any damages to the estate and/or any of your belongings (including their loss) brought into the accommodation, which have been caused by you, your guests and/or companions.

3. BOOKING FEES & PAYMENTS

3.1. The fees for the use of our Services (“Booking Fees”) are paid in Euro (€) and include VAT and all taxes provided by the applicable legislation, except for the applicable Climate Crisis Resilience Fee, which is paid additionally (Summer Tax amounting to two Euro (2€) per accommodation per day and Winter Tax amounting to fifty Cent (0,5€) per accommodation per day.

3.2. Booking Fees may vary depending on multiple factors of your Booking, such as indicatively the type of accommodation and/ or the duration of your Booking (check-in, check-out dates). Booking Fees of any kind of Booking are always displayed when navigating in our Website and use the online booking search engine, so that you will be always aware of the Booking Fees when you select the desired booking.

3.3. The advanced payment for your accommodation is due based on the selected rate plan and equals to a minimum of 25% of the total value of the Booking Fees. In case you have booked for a 1-night stay, you shall fully prepay the Booking Fees. The remaining amount of your reservation is payable based on your selected rate plan.

3.4. If you do not comply with any of your financial obligations, we have the right not to accept your booking request.

3.5. You are obliged to compensate us with the amount equal to the percentage of 50% of the Booking Fees, in case you cancel the Booking without notifying us timely according to article 4.2 below, without prejudice to any other damages and/ or losses of AkriaThea. AkriaThea has the right to withhold any advance payment for the satisfaction of the above compensation.

3.6. In case of early departure, i.e. before the rental period expires, you are obliged to compensate us with the total amount of the Booking Fees of the period of non-use of the accommodation, without prejudice to any other damages and/ or losses of AkriaThea. AkriaThea has the right to withhold any advance payment for the satisfaction of the above compensation.

3.7. You unconditionally declare, represent and warrant to pay the amount of one thousand Euros (1.000,00€) as a guarantee ("Guarantee") when you make the Booking. The Guarantee is given to ensure the good performance of our Agreement, ensuring among others that the accommodation will remain in perfect condition until the check-out day, without any damages or otherwise will be used to compensate AkriaThea for any damage, either in full or in part.

3.8. Note that regular check-out time is at 10:00 am according to the House Rules below. In case Guests check out more than thirty (30) minutes after regular check-out time, i.e. after 10:30 am, without prior alignment with and approval by AkriaThea, Guests hereby agree to be charged hundred fifty Euro (€ 150.00) per hour entered into, plus any damages that may arise to AkriaThea due to your late departure.

3.9. It is agreed that at least one hour before your check-out we have the right to inspect the condition of the accommodation for any damages; however, AkriaThea also has the right to check after your departure, and can inform you of any discovered damages within four days after your departure. In case of damages, you are obliged to pay fully the cost of damages within 5 working days upon our written request. AkriaThea has the right to set-off the Guarantee.

3.10. In case the accommodation has no damages or any other amount outstanding, the Guarantee will be refunded.

3.11. We have the right to refuse and/or terminate the Booking, in case you deny to provide the Guarantee, as well as to be fully compensated for any damages and/or losses.

4. RENTAL PERIOD - RIGHT TO CANCEL

4.1. Each accommodation of AkriaThea may have a different minimum rental period, of which you are notified via our Website.

4.2. You have the right to cancel based on the selected rate plan's cancellation policy with a prior written notice to our Company. Within such timely notice, we will refund back any advance payment of the Booking Fees and Guarantee minus bank/credit card and any other expenses. You shall provide us with any information necessary to complete such a transaction.

4.3. Cancellation requests can be made through our Website or by any other written means (e.g., email).

4.4. Unless otherwise agreed in writing, alterations in the dates of your booking (e.g., arrival/check-in, departure/check-out) are not accepted, since our Agreement is performed for a specific time period/dates.

4.5. For special offers, different cancellation and refunds' policy may apply, which will be communicated to you in writing by our Company. Upon acceptance of our special offer, you agree to the respective cancellation policy, in which case the twenty-one (21) calendar day policy that applies for our walk-in rates does not apply.

5. FORCE MAJEURE

5.1. We have the right to cancel the Booking for reasons of force majeure and for unforeseen and exceptional events beyond our Company's control.

5.2. "Force Majeure": unforeseen and exceptional events beyond our Company's control that may include but are not limited to acts of God, pandemic, endemic, natural disasters such as earthquakes, cyclones, hurricanes, flood or volcanic activity or extreme weather events, strikes, war, terrorism, severe political upheaval, riots.

5.3. You have the right to ask for the cancellation and/or termination of the Booking in case of Force Majeure only if you prove the Force Majeure with conclusive evidence. You shall submit along with the submission of your request of cancellation and/or termination of the Booking all the required and conclusive evidence. The evidence will be evaluated by us at our discretion. In case such evidence does not prove Force Majeure or in case you omit the timely and proper provision of such evidence, we have the right to withhold any advance payment, while you shall compensate us as provided to article 3.5 and 3.6 above.

5.4. Any unforeseen outage of public electricity (and thereby also internet-services) and/or public water and/or any other public utility, outside the sphere of responsibility of AkriaThea can not be held against AkriaThea in any way.

6. GOVERNING LAW- JURISDICTION

6.1. Our Agreement is governed and regulated by Greek Law, as in force from time to time.

6.2. Any dispute arising between you and the Company regarding issues related to the Booking and/or Booking Terms, which is not resolved out of court, shall be subject to the exclusive jurisdiction of the courts of Athens, Greece.

7. OUT-OF-COURT SETTLEMENT

7.1. In order to resolve in the most efficient and prompt manner any issues you may have in relation to the Booking and any terms governing our Agreement, you are free to contact us directly at any time using the contact details of the Website.

7.2. However, in the event that we are unable to fully resolve any issues that you may have and if you believe that any of your rights might have been violated, to any degree, you can seek to resolve any dispute by using the Online Dispute Resolution Platform (ODR Platform):

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EL>, as well as to appeal to any available and competent certified alternative dispute resolution bodies in Greece, such as the Hellenic Consumers' Ombudsman authority HELLENIC CONSUMERS' OMBUDSMAN - Independent Authority (synigoroskatanaloti.gr).

7.3. All the above information of article 7.2. about the out-of-court settlement bodies is provided for your convenience and you should verify them under the appropriate legal guidance of your choice.

8. MISCELLANEOUS

8.1. All the terms of our Agreement, including all their Annexes, are agreed as substantial, and no modification of them shall be valid and effective unless it is in writing and signed by both of us.

8.2. AKRIA THEA applies house rules in order to ensure a safe and enjoyable stay at its accommodation (simply "House Rules").

8.3. House Rules constitute legally binding rules and form an integral part of our Agreement.