

GENERAL BUSINESS CONDITIONS

Article 1 - Recitals

The **general business conditions** (hereinafter "GBC") of **S.I.D.VILLAS s.r.o.**, identification no. 07665741, with its registered office at U Milosrdných 850/8, Praha 1, Staré Město 110 00, registered at the Metropolitan Court in Prague, section C, file no. 305064 (hereinafter the Company or the Accommodation Provider or the Lessor) set out the short-term lease conditions for the lease of houses in the premises called **Pohoda Villas Resort** (hereinafter the Resort and the Villas) in the cadastral area of the district of Kalandra, Halkidiki, Greece. The Accommodation Provider is the Company. The guest (hereinafter the Guest or the Lessee) is an individual or a legal entity who is the recipient of the services and products of the Accommodation Provider.

The GBC govern the contractual relationship between the Accommodation Provider and the Guest in the process of booking the lease and during the lease of a Villa in the Resort. If a third party, who is different from the Guest, places an order on behalf of the Guest (hereinafter "the Customer"), the third party is liable for the obligations arising from the contractual relationship with the Accommodation Provider until the Villa is taken over (upon the arrival) in the full extent, and then the Customer and the Guest are jointly liable to the Accommodation Provider as joint debtors for all obligations arising from the lease contract. Each Customer is obliged to submit to the Guest all the information related to the booking, in particular the GBC.

Photos shown on the website of the Accommodation Provider and in the promotional materials are an example only. Even though the Accommodation Provider tries to depict the appearance of the accommodation facilities as aptly as possible, unintended deviations may occur.

Article 2 - Booking of the lease and the related services

1. The Guest makes a reservation, and the reservation is confirmed by the Accommodation Provider, in writing or ONLINE through a booking system, in one of the manners below:

a) by sending an e-mail to: info@pohodavillas.com

b) by making a Short-term Lease Contract for the Lease of a House for Recreational Purposes in Greece (hereinafter the Contract).

c) ONLINE - a reservation may be made online on the website of the Accommodation Provider through the booking system.

The reservation is considered as valid and binding when it is confirmed by the Accommodation Provider in writing or by an automated e-mail confirmation generated by the relevant online booking system and the subsequent delivery of the Contract. The reservation is completed by the payment of an advance of 50%

or the whole amount for the booked stay, in cash, by wire transfer, by direct bank deposit or by payment card.

2. Bank details of the Accommodation Provider:

Bank account no.: 5526952359/0800

Recipient: S. I .D. VILLAS s.r.o.

Payment identifier: Contract no.

Message for the recipient: Name and surname of the Guest

3. The Guest is obliged to receive the Villa on the spot on the first day of the stay between 5 p.m. and 11 p.m. local time and to leave on the last day of the stay at or before 11 a.m. local time.
4. The Guest is obliged to return the Villa to the Accommodation Provider in the condition in which it was received by the Guest, except the final cleaning and washing the bed linen, which is provided by the Accommodation Provider. If the Villa is found to be excessively dirty (i.e. in a way that does not correspond with the usual use thereof) the Accommodation Provider is obliged to pay a flat cleaning fee of CZK 2,500. The Security Deposit paid in compliance with Article 3 clause 3 hereof may be used for the payment of the fee.
5. The Guest is entitled to use the Villa and the common premises, in particular the parking space in the reserved parking lot in front of the Villa, the outside grill that is part of the Villa (it is not shared with the other guests of the Resort), the common swimming pool with the deckchairs and sunshades (hereinafter the Pool and the Bathing Zone) and the common garden (hereinafter the Garden). The Guest is obliged to keep the common premises clean. The provision regarding the payment of the costs in connection with excessive soiling applies by analogy.

Article 3 - Price and payment conditions

1. The price for the lease of the Villas is specified in the current price list of the Company accessible on the website and the price is stated both in the reservation and in the Contract (hereinafter the Price). The agreed Price is stated exclusive of value added tax (hereinafter VAT) and it does not include any local fees or taxes. Should, as a result of a change in the generally binding regulations, the lease be subject to VAT or should, according to the local generally binding regulations, any fees in relation to accommodation services apply, the Accommodation Provider is entitled to charge the relevant tax or fees that are not included in the price for the lease to the Guest.
2. The Guest is obliged to pay the price to the Accommodation Provider in the full extent no later than 30 days before the commencement of the stay (the Arrival). After the Guest receives a confirmation of the booking, **an advance of 50% of the total price for the lease must be paid within 3 (three) days. The difference is due no later than 30 (thirty) days before the agreed date of Arrival. If the reservation is made less than 30 (thirty) days in advance, the whole Price is to be paid at once.**
3. A separate security deposit (Deposit) of CZK 10,000 (approx. EUR 400) is due at the same time as the difference of the Price, either by wire transfer, a direct bank deposit, or by payment card on-line payment in the booking system of the website.

The Deposit will secure any legitimate financial claims of the Accommodation Provider, in particular to cover any damage of the Accommodation Provider's assets, damage to the Villa's and the Resort's equipment, debts etc.

The Deposit will be returned to the Guest, after deducting any claims of the Accommodation Provider, within 3 (three) days after the end of the term of the lease and the handover of the Villa to the Accommodation Provider, to the account from which it was remitted or to an account specified in writing by the Guest to the Accommodation Provider via e-mail at info@pohodavillas.com.

The total agreed Price is deemed to be paid when the whole amount according to clause 1 of this article hereof is credited to the bank account specified above. Should there be a default of the payment of the Price (the advance, the difference) of 4 (four) days or more, the Accommodation Provider is entitled to cancel the reservation and to withdraw from the Contract.

The Accommodation Provider may change the price should the Guest extend the stay. Any changes in the reservations (change in name, change in the Villa, booking date etc.) must be made in writing by sending an e-mail with the requested changes to info@pohodavillas.com. All changes will be confirmed, if they can be made. If it is not possible to make a change, the Guest will be informed by the Accommodation Provider in writing (by e-mail). The change confirmation - the Change Request will become part of the Contract.

The Accommodation Provider may provide the Guest with substitute accommodation of adequate quality. The Accommodation Provider reserves the right to change the Villa within the Resort before the Arrival. The equipment and amenities of the Villas within the Resort are the same, except Villa no. 4 which has a wedding suite (a four-poster bed), and Villa no. 8.

Should the Accommodation Provider issue a voucher, the voucher may only be used to pay for the accommodation. The value of the voucher corresponds with the amount and the currency stated on the voucher. The voucher may not be returned, sold or passed to a third party or exchanged for cash and may only be used in full, i.e. the value may not be split to more than one payment. No loss, loss of value or theft of the voucher may be refunded. Each voucher has the date of issue, expiry date and number of the voucher stated on it. The voucher may not be used for an online payment.

Article 4 Liability and claims

The Accommodation Provider is liable for the provision of the lease and the quality thereof and for the veracity of information regarding the lease of the Villa. The Guest is entitled to file any claims only during their stay. Upon filing a claim, a joint record of the Guest and the Accommodation Provider must be made.

Should the Guest breach their obligations hereunder, e.g. by stating untrue information in the reservation (the number of people, a pet etc.), the Accommodation Provider may demand a financial compensation on the spot, or, should they fail to agree on a financial compensation, the Accommodation Provider is entitled to terminate the contract immediately and order all people present in the Villa including the Guest to leave.

The Accommodation Provider is entitled to proceed in a similar way if the obligations arising from the generally binding laws and regulations are breached repeatedly or in a gross manner (e.g. damaging property of another, material disturbance of peace and quiet at night etc.).

Article 5 Insurance

The Villas are insured under usual property insurance conditions (against fire etc.). The insurance does not cover intentional or unintentional damage to the property of the Accommodation Provider or the owner of the Villas (the Lessor) or damage to the health of the Guest. We recommend you to take out normal commercial insurance before your holiday that covers health and liability risks. If you arrange your air tickets and stay a long time in advance, we recommend taking out the cancellation insurance for the air tickets and the stay covering an unexpected cancellation by the Guest.

Immediately after the occurrence of damage, a record of the damage will be made and signed by the Accommodation Provider and the Guest. In the record the damage must be described including the estimated amount and extent of the damage. The record will be signed by both parties and photo-documentation will be made.

Article 6 Cancelling a reservation and withdrawal from the Contract by the Guest

The Guest is entitled to cancel the order/reservation at any time before the Arrival. The order/reservation may only be cancelled in writing and solely by the person who made the reservation from the same e-mail address from which the reservation was made. Unless determined otherwise by a written agreement between the parties, the following cancellation fees will apply if the order/reservation is cancelled:

If the Reservation is cancelled **60 or more days** before the date of Arrival, the **cancellation fee is 50% of the price of the lease.**

If the Reservation is cancelled **30 or more days** before the date of Arrival, the **cancellation fee is 100% of the price of the lease.**

Should the Guest fail to arrive at all, 100% of the price already paid is forfeited; the 100% cancellation fee applies to any premature departure during the stay and the Guest is not entitled to any refund of the price already paid.

If the Guest leaves earlier or arrives later than agreed in the Contract, they are not entitled to any refund of the Price already paid or any part thereof.

Article 7 Cancelling the reservation and withdrawal from the Contract by the Accommodation Provider

The Accommodation Provider is entitled to cancel the reservation or to withdraw from the Contract if the Guest fails to pay the agreed price under the conditions set out in Article 3 clause 2 hereof. The Accommodation Provider is entitled to cancel the reservation or to withdraw from the Contract in exceptional cases for factually legitimate reasons, i.e. if the performance of the Contract is not possible due to force majeure or other circumstances, in particular any unforeseeable and emergency situation for which the Accommodation Provider is not liable. Should the Accommodation Provider withdraw from the Contract legitimately, the Guest is not entitled to any compensation for damage.

The Accommodation Provider is entitled to terminate the Contract immediately, in which case the Guest is obliged to leave the Villa and to hand the Villa over to the Accommodation Provider, in the event of a material breach of the Contract as described below:

- The number of persons who appear on the date of Arrival exceeds the maximum number determined herein and no agreement has been made between the parties regarding a compensation,
- In spite of a warning, the Guest commits a material breach of their obligations arising from the Contract, in particular if the Guest enables any third parties to use the premises of the Resort, including the Pool, causes damage to any items in the Villa or to the property within the Resort,
- In spite of a warning, the Guest commits a material breach of good morals.

Article 8 Liability

The Accommodation Provider is not liable for any damage or theft of items and personal belongings of any person who stays in the Villa. The Accommodation Provider is not liable for any accident or other harm to people who use the Villa. The stay of people in the Villa, in the premises and on the property adjacent to the Villa within the Resort, is solely at the Guest's own risk and at the risk of all the persons who stay in the Villa.

Article 9 Personal data protection and processing

1. The Accommodation Provider processes personal data of the Guest in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, General Data Protection Regulation, and Act no. 110/2019 Sb., Act on Personal Data Processing. The legal grounds is the performance of contractual obligations, the protection of the legitimate interests of the Accommodation Provider, and observing the statutory duties. The Accommodation Provider collects personal data of the Guest for the purpose of the performance of its obligations arising from the Contract, for the necessary period of time until the completion of the performance of the agreed services and will not pass the personal data to third parties.

Article 10 Conclusion

1. The Guest understands and confirms the information they received upon making the reservation, in particular the description and nature of the services and products provided, the contact information, payment and cancellation conditions, the validity of the offer and the price. Online reservation requires a complete, unconditional acceptance and validity of the GBC and the knowledge of the information regarding personal data protection that are part of the Contract made with the Accommodation Provider.
2. The GBC come into force on 1 September 2019 and the Accommodation Rules that are part of the Contract and that are available on the Pohoda Resort website with the Contract, are incorporated herein by reference.

Issued on 1 September 2019

by Ing. Jiří Pospíšil

Executive director of S.I.D VILLAS s.r.o.