

# GENERAL TERMS AND CONDITIONS

## Article 1 - Recitals

These **General Terms and Conditions** (hereinafter also referred to as "GTC") of the company **S.I.D. VILLAS E.Π.Ε.** with its registered office in Kalandra, Chalkidiki, POST CODE 63077, with GEMI number 149669157001 and Greek tax number EL 996913256, legally represented by its representative, Ms. Anastasia Kymbari, set out the short-term rental conditions for houses in the **Pohoda Villas Resort** (hereinafter the Resort and the Villas / Recreational Facility) in the cadastral area of the district of Kalandra, Chalkidiki, Greece. The Accommodation Provider means the Company.

The accommodated person (hereinafter also referred to as the Guest or the Tenant) means a natural or legal person who is the recipient of the services and products of the Accommodation Provider.

These GTC govern the contractual relationship between the Accommodation Provider and the Guest in the process of booking the rental, and during the rental 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), then such a third party will be liable for the obligations arising from the contractual relationship with the Accommodation Provider until the Villa is taken over (upon the arrival) in full extent, and then the Customer and the Guest are jointly liable to the Accommodation Provider as joint debtors for all obligations arising on the basis of the Binding Reservation. Each Customer is obliged to submit to the Guest all the information related to the booking (reservation), in particular these GTC.

## Article 2 - Subject matter of Accommodation

1. The Accommodation Provider provides the Recreational Facility to the Guest under the terms and conditions specified by these **General Terms and Conditions** for temporary accommodation for recreational purposes, namely a Villa that has been chosen by the Guest and stated in the Binding Reservation.

### **The Accommodation Provider offers accommodation in the following Recreation Facilities:**

Two-floor Villas marked with numbers from 1 to 8. Each Villa of 145 m<sup>2</sup> area consists of three bedrooms (two bedrooms on the 1st floor and one on the ground floor), a living room with dining area and kitchen, two bathrooms with toilets, a balcony and an outdoor terrace which opens directly into the Resort Garden. The bathroom with the bathtub is on the 1st floor; the second bathroom with shower is by the bedroom on the ground floor. On the ground floor there is also a separate toilet next to the kitchen. The outdoor terrace is equipped with outdoor dining furniture.

The Villas are fully furnished in the Mediterranean style. There is no television, but it has a Wi-Fi connection. All three bedrooms have a double bed with a 200×180 cm mattress, including bedding. All bedrooms are air conditioned with wall fan coil.

The kitchen is fully equipped including ceramic hob, NESPRESSO coffee machine, fitted electric oven, dishwasher, fridge and freezer, electric kettle, microwave oven, kitchen utensils (pots and pans) and porcelain crockery (soup and dinner plates, coffee/tea cups and mugs, glasses, salad bowls) and cutlery, wine glasses, water glasses, etc.

A hair dryer is available in the Villa, as well as bath towels, pool towels and beach towels. Baby cots, children's potties, children's seats for the table and children's toilet seats are available on request, depending on occupancy.

Guests can use the shared laundry room with washing machine, dryer, iron and ironing board. The laundry room is located in the Facilities Building of the Resort.

The Villas are equipped with security system and the public areas of the Resort are monitored by cameras.

The maximum number of Guests in a Villa is 8 persons including children.

The Villa and the Resort, including the swimming pool, are intended for the Guests only, and not persons invited by them, or persons to whom they have given access (visitors). A breach of this duty is considered as gross violation of these GTC.

2. Together with the Villa, the Guests are also entitled to use the common areas of the Resort, namely the outdoor grill, which is part of each Villa (not common to other Guests of the Resort), the common outdoor swimming pool with sun loungers and umbrellas (hereinafter referred to as the Swimming Pool) and the common garden (hereinafter the Garden).

The rules for the use of the Pool with Bathing Zone and the Garden, including safety rules, are part of the Accommodation Rules.

In addition, Guests of a Villa are entitled to use 2 parking space in the reserved parking space in front of such Villa. The Accommodation Provider is not responsible for any theft or damage to a vehicle parked in the adjacent parking lot, or any belongings left in the vehicle. The Guest is aware that the adjacent parking lot is not guarded.

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

### **Article 3 - Reservation of sublet and Booking**

1. The Guests make a reservation, and the reservation is confirmed by the Accommodation Provider, in writing or ONLINE via a booking system, in one of the following forms:

a) by sending an e-mail with the specification number of persons and the period of stay to the [reservations@pohodavillas.com](mailto:reservations@pohodavillas.com)

b) ONLINE - **direct booking**. Reservations can also be made online on the website [www.pohodavillas.com](http://www.pohodavillas.com) directly with the Accommodation Provider through the reservation system **WEBHotelier system**, <https://pohodavillasresort.reserve-online.net/>

c) **The ONLINE sale of a stay on Booking.com** subject to the terms and conditions published on these accommodation portals and are binding for clients who have booked a stay through these portals.

2. 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 reservation system of the Accommodation Provider (hereinafter also referred to as "the Binding Reservation")

3. The reservation is completed by paying a down payment of 50% or the full amount of the booked accommodation with bank transfer or payment/credit card (online payment). The total price must be paid by the Guest to the Accommodation Provider in full amount no later than 30 days before the commencement of the stay (the Arrival).

2. Bank details of the Accommodation Provider:

Name of the Bank: Česká Spořitelna, a. s., Branch Prague 1, Rytířská 29, 110 00

**Account No. in CZK:** 5526952359/0800

IBAN: CZ5408000000005526952359

**Payment in EUR:**

account no. in EUR: 1999335213/0800

IBAN: CZ4908000000001999335213

SWIFT/GIBACZPX

Message for the recipient: Name and surname of the Guest

4. The Guest is obliged to take over the Villa on the spot on the first day of the stay between 5 P.M and 11 p.m. local time, and to vacate it on the last day of the stay by 11A.M. local time.

5. The Guest is obliged to return the Villa to the Accommodation Provider in the condition in which it was handed over to the Guest, except for the final cleaning and washing the bedding, which is provided by the Accommodation Provider. If the Villa is found to be excessively dirty (meaning beyond the level of usual use) the Guest is obliged to pay a lump sum cleaning fee of 100 EUR. The Security Deposit deposited may be used for the payment of such fee.

#### **Article 4 - Price and payment conditions**

1. The Villa rental price is published after entering a specifications date of stay days and number of persons on the reservation system of the website [www.pohodavillas.com](http://www.pohodavillas.com) <https://pohodavillasresort.reserve-online.net> (hereinafter referred to as the Price). The reservation is considered valid and binding in case of written confirmation by the Host or automatic email confirmation generated by the relevant online reservation system of the Host (hereinafter referred to as the Binding Reservation).

2. The agreed price is stated in the price list including value added tax (hereinafter referred to as VAT). The price does not include an environmental fee, which will be paid at the end of the stay in amount local accommodation **fees of EUR 15 per day** per villa which will be paid after your stay in Pohoda Villas Resort. The fee is payable by the Guest prior to departure and a separate receipt for the Climate Resilience Fee will be issued.

3. Children under 2 years stay free of charge. Children from 3–16 year the price is 16 EUR per child. Cots, highchairs, potties are free of charge

4. In Pohoda Villas Resort you can stay with your furry friend, small/medium sized. You may find the terms and conditions of your stay HERE: <https://bit.ly/pv-pets>. Extra payment 10 EUR per day per pet is requested, payable upon departure.

5. Payment is possible in two ways:

1. By paying 50% **deposit online by credit card** within the online booking system on the website of the accommodation provider [pohodavillasresort.reserve-online.net](https://pohodavillasresort.reserve-online.net). The accommodation provider is entitled to use the full amount of the credit card deposit, **with 50 % of the total price to be used as a reservation and the remainder 30 days prior to arrival.**
2. Payment via bank account must be made within 24 hours after Booking. The payment receipt should be sent by e-mail to [info@pohodavillas.com](mailto:info@pohodavillas.com). If the payment receipt is not sent or the payment is not completed in 24 hours, we reserve the right to cancel the reservation with no prior notice. Bank account: ALPHA BANK, IBAN: GR91 0140 5870 5870 0200 2013 190, BIC CRBAGRAA.
3. If the reservation is made less than 30 days in advance, the Price in full is to be paid at once.

6. The Accommodation Provider may change the Price should the Guest extend the stay. Any changes in the reservation (change in name, booking date etc.) must be made in writing by sending an e-mail with the requested changes to [reservations@pohodavillas.com](mailto:reservations@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 confirmed change will become a part of the Binding Reservation.

7. The Security Deposit of 400 EUR will secure any legitimate financial claims of the Accommodation Provider, to cover any damage of the Accommodation Provider's property, damage to the Villa and the Resort's equipment, loss or theft of the entrance door key or alarm control, debts, etc. The deposit can be paid by card or in cash

The Security Deposit will be returned to the Guest at the end of the rental period and handover of the Villa to the Accommodation Provider to the credit card or cash.

#### **Article 5 – Cancellation of the reservation by the Guest**

1. The Guest has the right to cancel the order/reservation at any time before the Arrival. The order/reservation may only be cancelled online on <https://pohodavillasresort.reserve-online.net/> or in writing email [reservations@pohodavillas.com](mailto:reservations@pohodavillas.com), and only by the person who made the reservation and from the same e-mail address from which the reservation was made. You can view, modify, or cancel a booking. Please type the email address you used during booking and the confirmation number who you received from us.

2. **For the determination of the cancellation fee**, the date of receipt of the request is decisive. In case of cancellation of the order/reservation, the following cancellation fees will be charged to the Guest:

- If the Reservation is cancelled **more than 30 days before** the date of the Check-in date after the conclusion of the Binding Reservation and payment of the deposit, your 50% deposit payment will be credited back to the Guest's account.
- If the Reservation is cancelled **30 days or less prior to the Arrival**, the cancellation fee will be 100 % of the total Price

3. If the Guest does not start the stay at all, 100% of the paid Price will be forfeited; the 100% cancellation fee also applies to any early termination of the stay during the stay, and the Guest is not entitled to any refund of the Price already paid.

4. In the event of earlier departure or later arrival than agreed in the Binding Reservation, there is no right to any refund of the paid Price or part thereof.

#### **Article 6 - Liability and Complaints**

The Accommodation Provider is liable for the provision of the ordered rental, its quality, and for the truthfulness of the information regarding the rental of the Villa. The Guests are entitled to make complaints only during their stay. In case there is any complaint, a record must be made between the Guest and the Accommodation Provider immediately. The maximum number of people staying in the villa is 6 - 8 people including children, but please make sure you have inserted the correct number of guests and their ages. Otherwise, extra fees may occurred!

Should the Guests breach their obligations under these "General Terms and Conditions", for example by stating untrue information in the reservation (number of persons, 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 contractual relationship immediately, and expel all persons who are present in the Villa together with the Guest.

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, disturbance of peace at night etc.)

#### **Article 7 - 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, the owner of the Villas or the Lessor, caused by the Guest, or harm to the health of the Guest. We recommend you to take out usual commercial insurance before your holiday that covers health and liability risks

Immediately after the occurrence of any 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 8 - Cancellation of the reservation and termination of the contractual relationship  
by the Accommodation Provider**

1. The Accommodation Provider is entitled to cancel the reservation or to terminate the contractual relationship in the event when the Guest fails to pay the agreed price to the Accommodation Provider in full amount no later than 30 days before the commencement of the stay (the Arrival). Accommodation Provider is entitled to apply a prepayment to the credit card for the full amount, where 50% of the total price is applied as a reservation for the accommodation and the balance 30 days before arrival. If the reservation is made less than 30 days in advance, the Price in full is to be paid at once.

2. The Accommodation Provider is entitled to cancel the reservation or to withdraw from the Agreement in exceptional cases for legitimate reasons, if the performance of the Agreement is not possible due to force majeure or other circumstances, any unforeseeable and emergency for which the Accommodation Provider is not responsible. If the Accommodation Provider withdraws from the Binding Reservation legitimately, the Guest is not entitled to any compensation for damages.

3. The Accommodation Provider is further entitled to terminate the contractual relationship without notice, in which case the Guests are obliged to vacate the Villa, and to hand over the Villa to the Accommodation Provider, namely in the event of a serious material breach of the Agreement as described below:

- number of persons on the date of arrival exceeds the maximum number determined in the Binding Reservation, and no agreement has been made between the parties regarding compensation;
- the Guests, despite of a warning, violate their obligations arising from the obligations arising from the contractual relationship, these GTC, generally binding legal regulations and decisions based on them issued in place and time, in particular allowing any third person to use the premises of the Resort, including the Pool, cause damage to any items in the Villa or to the property in the Resort;
- the Guest, despite a warning, grossly violates good morals.

**Article 9 - Force majeure**

In case of an event caused by force majeure, e.g. in connection with an epidemic, pandemic, air and other transport restrictions, war conflict or state of emergency, as a result of which the Guest will not be allowed to use the Resort within the period agreed in the Binding Reservation, the Guest is not entitled to a refund of the Price paid. In such case, the change of the Binding Reservation will be agreed between the Guest and the Accommodation Provider, the subject of which will be the postponement of the accommodation date to the following calendar year, if such postponement is possible.

The Accommodation Provider is not responsible for any loss, damage, destruction or theft of objects and personal belongings of all persons during their stay in the Villa. The Guest is obliged to ensure that the Villa is properly locked and that all windows are properly closed during his/her absence from the Villa, even when visiting the adjacent swimming pool. The Accommodation Provider is not responsible for any theft or damage to any vehicle parked in the adjacent parking lot, or the belongings inside the vehicle. The Guest is aware that the adjacent parking lot is not guarded.

The Accommodation Provider accepts no responsibility for injury or other harm to persons using the Villa. The stay and movement of persons in the entire property, in all its premises and on the land connected with it, is at the sole risk of the Guest and all persons staying with him/her.

The Villa has a security system with an alarm that will start ringing in case of intrusion. The alarm is not connected to the central security desk. The Resort is monitored by a camera system.

#### **Article 11 - 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 are 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 Binding Reservation, and that only 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 12 - Consent to data processing (hereinafter GDPR)**

1. The Guest acknowledges and agrees in particular that the purpose of the data processing is the implementation of the rights and obligations arising from the contractual relationship - subletting of the property for holiday purposes in Greece and sending information, online communication, tax/accounting/similar records.

2. The Guest gives his/her consent to the processing of the data voluntarily and has been informed that he/she can withdraw his/her consent at any time. Withdrawal of consent does not affect the lawfulness of processing based on consent given prior to its withdrawal.

3. The Guest acknowledges that as a personal data subject, within the meaning of applicable legislation, he/she agrees to the processing of his/her personal data in accordance with the Personal Data Protection Act, i.e. that the Accommodation Provider, as a personal data controller, collects the following personal data about the Guest: name and surname, titles, date of birth, residential address, e-mail address, telephone number (landline, mobile phone), bank account. The Guest who is the legal representative or proxy of other persons using the services (hereinafter referred to as the Guest's Co-Guest) by signing the Agreement confirms that the Guest's Co-Guest has been duly informed about the use and processing of their personal data.

4. The Guest acknowledges that the property is monitored 48 hours by a camera system, where automated recording of the monitored public space containing data useful for the identification of

individuals for the security of the Resort (protection of property from theft) is carried out. The recordings can then only be used in connection with the detection of an event that harms these important, legally protected interests of the caretaker. The admissibility of the use of records for any other purpose must be limited to a significant public interest, e.g. combating street crime. Stored data shall be logged within a time loop for 24 hours and deleted after that period. Only in the event of an existing security incident may the data be made available to law enforcement authorities, a court or other authorised body.

#### **Article 13 – Final Provisions**

1. The Guest understands and confirms the information he/she 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 complete, unconditional acceptance and validity of these General Terms and Conditions, and the knowledge of the information regarding personal data protection that are part of the contractual relationship based on the Binding Reservation made with the Accommodation Provider.
2. These General Terms and Conditions come into force on 1 January 2024, including the Accommodation Rules of the Resort that are integral part of the Binding Reservation published and available on the Pohoda Villas Resort website.

Issued on Greece, Skala Fourka 25.12.2024

Anastasia Kymbari

S.I.D. VILLAS E.Π.Ε,

EL 996913256