

# NUMOIERAPETRA

## TERMS & CONDITIONS

### **1. FIELD OF APPLICATION**

1.1. Contrary explicit or silent agreements between the hotel and the clients notwithstanding, the present Terms and Conditions apply to all provided services by the hotel to the client throughout his/her stay.

### **1.2. Sublease of accommodation**

Sublease of hotel rooms or use of them for any purpose other than that of accommodation is strictly prohibited.

1.3. The present Terms and Conditions prevail over any contrary general term that the guest or the travel agent has set. The guest is able to negotiate provisions of the present document, partially or in whole under the condition of anterior notification (60 days prior to his/her arrival). It is at the discretion of the company to accept or decline suggested changes. Cancellation of reservation by the guest cannot constitute a consequence of non-completion of a successful negotiation. Furthermore, any provision, which is not explicitly differentiated, shall be construed as agreed with.

1.4 The aforementioned terms and conditions apply to all guests, of whom the personal data are written on the registration card, as well as those of any accompanied represented by them individuals. Upon signing the registration card, the guest states the acceptance of said terms and conditions.

### **2. Management of Personal Data**

2.1 Our company fully complies with the European Regulation of Protection of Personal Data. Personal data of guests may be used by the whole of our collaborating companies for purposes of promotion of our services.

2.2 Closed circuit television in the facilities of the accommodation is utilised for purposes of safety of guests and company staff. Its records are kept in absolute security for 3 months.

### **3. Safety**

3.1. All guests ought to take all reasonable precautions for their safety throughout their stay in the hotel facilities. Indicatively and not restrictively, guests should be conscious of signs of slippery/wet floor, glass doors or tables, vehicle circulation in the

internal road network of the hotel, slippery floor near the pools, stairs etc. The hotel bears no responsibility for accidents caused by mere carelessness of the guests.

### **4. Disabilities - Medical Conditions - Ailments**

4.1. The guests requiring special handling due to disability or pre-existing medical condition should make their condition known upon their arrival at the hotel at the latest.

4.2. In case of a contagious disease of a guest, the hotel may ask for his/her departure, within 24 hours. Consequently, the said guest has the right to submit a request for a refund (supposing his stay at the hotel has already been paid for) for the remaining days.

### **5. Food and Beverages (F&B)**

5.1. The hotel abides by all lawful procedures pertaining to the preparation of liquid and solid meals. Guests with allergies or any kind of intolerance to ingredients ought to notify the Food and Beverages Staff and to always pay heed to the ingredients written on food packaging.

### **6. Outdoor activities - Gym - Use of swimming pools**

6.1 The hotel offers a variety of sports and other outdoor activities such as individual or group sports, games, sports events and other leisure activities inside or outside of the hotel facilities. The guest participating in offered outdoor activities are considered to have stated their knowledge of related risks (including their transport - when necessary) from and to the hotel. The guest should follow all reasonable precautions to their safety, follow given instructions and report any problem to the staff in charge. The guests suffering from allergies, injuries or ailments obstructing their exercise are not allowed to participate in outdoor activities.

6.1.1. The guests using the gym state that they do not suffer from any ailment or injury susceptible to deterioration due to gym use. Should they however perform any physical activity, the hotel

bears no responsibility for potential accidents or injuries.

6.1.2. For hygiene reasons the use of gym equipment is prohibited without the use of a personal towel. Guests are forbidden to carry personal objects (e.g. mobile phones, keys, credit cards) to the gym facility. The hotel bears no responsibility for any loss of personal objects.

6.2.1 Swimming and any other waterside activity should be conducted only if the guests possess swimming skills and are healthy. In any case, the hotel bears no responsibility for any damage to the health of guests caused by swimming activities.

6.2.2. The use of swimming pools is allowed only to individuals over 18 years of age capable of swimming. The individuals entering the pool are considered by the hotel as having stated their capability of doing so. Use of the pools by guests under the influence of drugs, alcohol or medicine inhibiting physical activity is prohibited.

6.2.3. According to effective legislative purview as well as for reasons of confidentiality the hotel does not keep a lifeguard in private swimming tanks of rooms. The use of private swimming tanks by residents shall be conducted by own responsibility.

6.2.4. The guests ought to be extremely cautious when walking around the pools, especially when the floor is wet. Guests not abiding by the a forementioned regulations related to the use of swimming pools resign from their rights to any claim of any kind of damage by the hotel.

6.3 Any participation to outdoor activities, entrance and stay at the gym, as well as use of swimming pools by underage children is forbidden to underage children without the presence of a parent.

### **7. Indecent Behavior**

7.1. The guests must behave with respect, in a legitimate manner and complying with ways and customs. Under this concept, indecent behavior may include (indicatively and not restrictively): comments related to religious and political beliefs, sexual

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orientation, nationality, gestures, physical contact, sexual harassment, or any other type of behavior considered as a harassment by the respective legislature.

7.2. The guest, respecting the rights of the rest of the residents, ought to hold a discreet stance, restricting sound emission to the minimum. For example, electronic devices (e.g. television, radio, laptops) must be restricted to the minimum, in order to not disturb other guests. The present obligation is maintained both during their presence in common spaces and during their stay within the room.

### **8. Parking**

8.1. The use of designated parking space of the hotel by the guest is with personal responsibility as the secure retention of parked vehicles does not constitute a responsibility of the hotel. The hotel bears no responsibility for any damages caused during driving in the parking lot.

### **10. Internet Service**

10.1. The use of Internet Service is designed only for personal use and not for professional use. The hotel does not guarantee stable speed of the service. Additionally, the use of internet service is subject to restriction should there be ascertainment of abuse of it.

10.2. The hotel claims no responsibility related to personal data protection during the use of Internet Service.

10.3. The use of identification markings of the hotel in posts in social media such as Facebook, Twitter, Instagram etc in a way leading to the misinterpretation that the guest bears relation of any kind to the hotel is prohibited.

### **11. Safety Security Deposit**

11.1. The safety security deposit provided in the accommodation unit may hold items (including cash) that are under the value of 2.000 euros. The hotel shall take no responsibility for missing objects stored in it.

### **12. Grievance Resolution**

12.1. For any complaint arising during their stay, guests ought to contact the staff for immediate effort to resolve their complaint. In case that their grievance is

not resolved, the Guest may contact the staff department manager and, followingly, fill a printed report in the concierge. If the a forementioned procedure is not followed, and the stay of the guest is completed without following the above, any complaints reported after the date of completion of purchase shall not be recognized as such by the hotel.

### **13. Damages**

13.1. The guest is responsible for all property damages caused by misuse, or negligence to property of the hotel, added and third-party guests. The guests are required to compensate any damages caused. The hotel retains the right to hold the deposit and/or charge the credit card filed for the restoration of the damages. In cases in which the hotel is required to restore property damages to third party guests and/or staff members, it maintains its reductive rights for reimbursement by the guest at fault.

13.2. The hotel maintains the right to charge its guests for the cost of repairing any hotel property subtracted by the hotel without its consent. The charge shall be the full value of replacement of the missing item, including all transfer fees. In case that the fact that the item is missing occurs after the departure of the guest, the hotel holds the right to charge the credit/debit card or send an invoice of the sum to the registered address.

13.3. The hotel bears no responsibility for any loss or damage of personal items of a guest not immediately caused by actions or negligence of the hotel or its personnel.

### **14. Liability**

14.1. According to legal regulations, the hotel and its owners, are held responsible for actions instigated by malevolence or grave negligence. In cases of property damages caused by negligence, the hotel is responsible only for violation of fundamental contract of obligation. Nevertheless, the said responsibility is restricted to predictable and conventional typical damages during signing the contract and does not exceed accommodation cost in any way. For faults that may occur in relation to the provided services, the hotel shall make any possible effort for

their immediate restoration, after the report of the guest.

14.2. The hotel maintains its legal rights, despite any possible delay of exercising the rights, which under no circumstances constitute a renouncement of the said rights or the judicial means it has in disposal.

14.3. The liability of parties is overridden for actions conducted under conditions of force majeure. It is firmly agreed that, in case of force majeure, the execution of mutual obligations is suspended and that any party is charged with the cost having occurred.

### **15. Underage children**

15.1. Underage children younger than 14 years of age must be under the supervision of an adult at all times.

15.2. The legal guardian bears responsibility for actions and incidental damages caused (either to the hotel, the staff or other guests) by underage children of guests. Respectively, any charges imposed by underage children of guests, while not under the supervision of their parents, are also going to be considered valid and binding to their parents as guests.

### **16. Binary obligations of third parties**

16.1 The hotel bears no responsibility for actions or delinquencies having occurred during provided by third party services as indicatively referred: transfer services (private taxis), excursions, water sports and childcare.

### **17. Concluding Provisions**

17.1. Predominance of provisions

The said Terms & Conditions regulate the accommodation of the guest in the hotel and prevail over any agreement made between the guest and third parties.

17.2. Should any individual term of them be considered invalid, the validity of the rest of provisions is not affected.

17.3. Applicable law is the Greek law and the pertaining legislation. Courts located in Athens; Greece are responsible for the resolution of any problem.