

RELAXATION BY AIR VITESSE GUEST RENTAL AGREEMENT

General Terms & Conditions – Issue 1 – January 2021



OVERVIEW

The Terms and Conditions ("Terms and Conditions") set out below are important and affect your rights as a Guest of Relaxation by Air Vitesse. Conditions of Stay apply and are set out below. The terms and conditions contain some exclusions and limitations of liability.

1. General Agreement

i These Terms and Conditions set out the legal relationship among Smith-Mandylas O.E., the parent company of Air Vitesse and subsidiary Relaxation by Air Vitesse and all guests booking and staying in any of the company's properties. Specific terms may apply in individual properties and these will be made clear at the time of booking.

Smith-Mandylas O.E. will receive, store and otherwise process and hold Guests' Data in connection with the administration of their bookings and in-stay arrangements as set out in these Terms and Conditions. Smith-Mandylas O.E. being a company constituted in Greece, shall be subject to the "General Data Protection Regulation (GDPR)" requirements under Regulation (EU) 2016-679.

2. Definitions

i **"Guest"**
An active Guest with a confirmed booking or, who is currently in-stay and in contact with the company post-stay for complaint resolution;

"Smith-Mandylas O.E."

means the parent company of Relaxation by Air Vitesse;

"Booking"

means a live, confirmed booking at any property or properties in the portfolio of Smith-Mandylas O.E. This includes bookings that are changed and/or cancelled

"Property"

unless amended this means the following properties and locations which constitute the portfolio –

- Jaina Apartments, Kassiopi
- Kalliopi Apartments, Roda
- Kerkyra Apartments, Roda
- Semeli Hotel, Roda
- Villa Vista, Agios Panteleimonas;

"Air Vitesse.eu"

means the website at internet address www.airvitesse.eu where these terms and conditions are stored and updated along with other information pertaining to the company including terms and conditions of the use of the website;

"Prices"

means the prices listed on the booking site that constitute the full amount the guest shall pay to secure a confirmed booking. All users are advised to check carefully the information displayed before making any agreement. The availability, prices and cancellation policies apply to the charge listed for each room or property and you should check carefully the details provided for the charges before making an online booking. Bear in mind that special offers may have additional terms and conditions and may be time bound;

"Maximum Occupancy"

means the maximum number of guests permitted to use a room or property at any one time. Smith-Mandylas O.E. reserves the right to apply additional charges where occupancy does not match that shown in the confirmed booking – this also applies to minimum occupancy where this may also apply;

"Term of the Rental"

means the hour starting from the check-in time to the hour at the check-out time. Failure to adhere to the check-out time may result in an additional charge being applied unless approved in advance of the stay;

"Data"

means data personal to a guest and subject to EU General Data Protection Regulation (GDPR);

"Minimum Stay"

means the minimum number of days allowed for a stay. This will vary by property. Similarly, a maximum number of days will apply for a stay;

"Rental Rules"

means the general policy and behaviour requirements for each property. Guests agree to abide by these rules at all times while at the property and shall cause all members of the guest party and anyone else the guest permits on the property to abide by these rules whenever present at the property. Guests do not have the right to transfer or sub-let a reservation to a third party or use the property for other purposes other than accommodation. The company reserves the right to apply additional charges for goods or services required during the stay of the guest caused by negligence of the guest to comply with the rental rules;

"Access"

Guests shall permit the company or property owner access to the property for purposes of repair, inspection or emergency. The company or property owner shall exercise this right of access in a reasonable manner by giving at least 12 hours' notice, unless in case of emergency;

"Insurance"

Guests are encouraged to purchase traveller insurance in case of unforeseen circumstances, accidents or other issues that may prohibit guests from travelling or fulfilling rental terms;

"Payments"

means the full and final payment for the confirmed booking. This must be paid in full prior to the stay. Equally, all charges incurred in-stay shall be paid in full before check-out;

"Changes to Accommodation"

means that whilst the company will make every effort to complete the reservation as best it can based on the information provided, it reserves the right to provide alternative services of at least equal value without additional

charges to the guest. Although the company has taken all reasonable care to ensure the information contained on the website, prices, advertisements and facilities is accurate, it reserves the right to modify, replace or withdraw any service, installation or provision without warning if necessary. Despite these terms, the company is not responsible for any total or partial failure to meet its obligations to the guest in the event that any of the following circumstances occur:

- Strikes
- Fire in the property or near it
- Floods in the property or near it
- Natural disasters including but not limited to earthquakes and weather phenomenon
- Disorders or civil unrest
- Government imposed restrictions or protocols arising from a pandemic or similar situation;

“Special Requirements or Needs”

means any special service or provision required by a guest for whatever reason. Any special requests or needs must be requested in advance and cannot be guaranteed;

“Enforcement”

means, in case someone breaches the regulations and terms and conditions, the company may, if necessary, contact the authorities, or in the absence of these authorities any other recognised legal body to attend and assist in enforcing the provisions of this Regulation. In case a guest violates the provision of this Regulation, systematically makes noise, disturbs other guests and generally behaves inappropriately to them and the staff, the guest will be held accountable for the consequences of the law. The company management is entitled to give 24 hours’ notice for guests to vacate the property entirely at no cost to the company;

“Damages”

means an event of malicious, intentional or negligent damage to a room or property. Guests shall be liable to pay the full amount of any loss incurred, damages caused or replacement property required before they check-out;

“Dispute”

means any dispute, claim, or controversy between you and Smith-Mandylas O.E. regarding any aspect of your relationship with Smith-Mandylas O.E., whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behaviour), or any other legal, statutory or equitable theory, and includes the validity, enforceability or scope of these Terms and Conditions, except for the scope, enforceability and interpretation of this Arbitration Agreement and Class Action Waiver.

Dispute SHALL NOT include: (1) claims that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable; and (2) any claim for public injunctive relief, i.e., injunctive relief that has the primary purpose and effect of prohibiting alleged unlawful acts that threaten future injury to the general public. Such claims may be determined only by a court of competent jurisdiction and not by an arbitrator;

“Event Beyond Your Control”

means unusual and unforeseeable circumstances which you cannot control and the consequences of which you could not have avoided even if you had taken all reasonable care.