



Sanidiamonds
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GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION AND HOLDING EVENTS

Introduction

The purpose of this document is to regulate the GENERAL TERMS and CONDITIONS for accommodation and holding events and other services (hereafter as 'services') of SANIDIAMONDS, with registered offices in 630 77, Kassandra, Halkidiki, Macedonia, Greece, inscribed in the General Register No 145325457000 and Tax ID number 800937384. (hereafter, 'SD'), Tel/Fax (+30) 23740 31233.

The use of these services implies full and unconditional acceptance and validity of each and all the General Terms and Conditions – which are deemed to be automatically incorporated into the booking (hereafter also referred to as the “contract”) concluded with SD, without the need for your written transcription in the same – included in the latest version of these General Terms and/or Conditions.

The customer undertakes to use the services in accordance with the Law, moral standards, good customs and public order, as well as that which is stipulated in these General Terms and Conditions. Consequently, the customer is obliged not to use the services for illicit purposes or effects and/or contrary to what is set out in these General Terms and Conditions, detrimental to the rights and interests of third parties or which could, in any way, damage the services, SD and/or its image.

This General Terms and Conditions are governed by Article 8 of the Law 1652/30-12-1986 on 'Regulations concerning the Hoteliers and their clients' and the Civil Code 1946 (article 834-838) as applicable.

Policy on minors.

Minors under the age of 18 staying in the SD must be accompanied by their parents, teachers or other duly authorized adults. SD staff may require relevant documentation identifying adults as parents/teachers of authorized persons.

Policy on pets.

Pets are welcome in SD. Dogs and cats with a maximum weight of 25 kg/ 55lb are welcome, however, the hotel needs to be notified prior to the arrival. A request for any other type of pets needs to be addressed to the management via email to (info@sanidiamonds.com). Pets may not remain in the accommodation alone and unguarded as the service staff may need to enter. A one-time per-stay per-room pet cleaning fee of **EUR 20.00** will apply. The price is subject to change without notice. SD will respect the prices of any services already secured and confirmed in writing.

In order to ensure the comfort of you and your pet, we kindly ask you to advise our pet policy.

- Pets must be kept on a leash when in the SD or the property.
- Number of pets per room is related to the apartment in concerned. Two pets are allowed only in rooms for 4 and more persons.



Sanidiamonds
apartments & studios

- Pets must not be left unattended in the room to avoid property damages.
- Guests are responsible for all property damage resulting from their pet.
- To ensure the safety of our staff, guests must contact the front desk to arrange for a convenient time for servicing their room.
- Any disturbances such as barking or meowing must be curtailed to ensure other guests are not inconvenienced.

Disability Policy

We aim to ensure that all employees, guests and others who use, or assist in, the provision of our services - whether they have a mobility difficulty, a visual impairment, are deaf or hard of hearing, are deaf-blind, have a speech impairment or difficulty, have a learning or mental health disability, use a wheelchair, cane, walking frame or crutches, or have any other disability - are treated equally and according to their needs. SD staff are available to assist any persons that may require assistance with any aspect of their stay.

I. Area of applicability

1. These general terms and conditions apply for all services and deliveries by SD.
2. Should the SD change its general terms and conditions before the termination of the contract, the updated version is incorporated into the contract if the partner to the contract is informed about this in writing with reference to these legal consequences and the partner does not object to the incorporation within a period of 14 days.
3. The customer's general terms and conditions shall only form part of this contract if the SD consents in writing to the incorporation in whole or for individually specified points.

II. Conclusion of the contract

1. The contract comes into effect on request from the customer through the acceptance by the SD. The SD is free to confirm the booking in writing.
2. If a third party makes the booking for the customer, it is liable to the SD as the booking party together with the customer as joint debtor.

III. Services, prices, payment, billing

1. The SD is obligated to perform the services ordered by the customer and agreed to by the SD.
2. The customer is obligated to pay the SD the agreed prices for these and other services enlisted. This also applies for SD services and expenses induced by it for third parties.
3. If the SD rescinds with good cause, the customer has no claim for compensation.



Sanidiamonds
apartments & studios

4. The agreed prices include the current statutory VAT and municipality duties. Should the rate of VAT applicable to the contractual services increase or decrease after the conclusion of the contract, the prices shall be adjusted accordingly.
5. If the period between the conclusion of the contract and the fulfillment of the contract as defined by the contractual agreements exceeds four months and the general price charged for such services is increased by the SD, this can increase the contractually agreed price as appropriate, but by 5 % at the most.
6. The SD is entitled to increase the prices if municipal duties (accommodation tax, visitor's tax, etc.) for the accommodation are increased. The price increase is limited to the costs of the abovementioned duties.
7. The SD's bills are payable immediately upon receipt of the bill without any deduction, unless other payment terms and conditions are expressly agreed. The SD is entitled to render accumulated claims for payment at any time and to demand immediate payment. If payment is delayed, the SD is entitled to claim interest for delay amounting to 10% above the base rate for companies and 5% above the base rate for consumers. The SD is at liberty to prove that the damages are greater.
8. The subleasing and re-leasing of allocated apartments, rooms and facilities as well as inviting to interviews, sales or similar events require the prior written consent of the SD, shall be waived, provided that the customer is not a consumer.
9. The SD is entitled to demand upon conclusion of the contract an appropriate advance payment. If an advance payment is not made within the agreed period, the SD can withdraw from the contract and claim compensation for damages.
10. In justified cases (e.g. outstanding payment by the customer or extending the scope of the contract) the SD is entitled to demand an increase of the advance payment agreed in the contract amounting to the expected costs of the accommodation.
11. The SD is further entitled to demand an appropriate advance payment from the customer at the beginning and during the customer's stay, provided that such an advance payment was not already paid in accordance with the above provisions.
12. The customer can only settle or lower a claim by the SD with an undisputed or valid claim.

IV. Apartments - Room (hereafter referred both as 'room') availability, delivery and return

1. The customer does not acquire any claim for the availability of a particular room, unless the SD confirmed the availability of a particular room in writing.
2. Booked rooms are available to the customer from 12:00 on the day of arrival. The customer has no claim for earlier availability. Guests who arrive before 12:00 can move into their room as early as possible, according to availability.



Sanidiamonds
apartments & studios

3. The available rooms are to be taken by 24:00 on the day of arrival. After this time the SD can book out the rooms to others, unless the customer informed the SD in advance and in writing that they would arrive later. The SD is entitled to demand a guarantee for late arrivals.
4. On the agreed day of departure, check-out is at 12:00 at the latest. After that time the SD can charge 50 % of the agreed price of the room for the additional use of the room up until 18:00, and 100 % from 18:00. Possible further claims for compensation for damages by the SD are reserved.
5. Reception is operating 24 hours/day. Communication is limited from 06:00 to 24:00 by phone, message or email.
6. Cleaning and changing of linen is provided daily. Please refer to the applied protocol upon your arrival. Additional services are provided upon request.
7. SD can provide you with a PC work station or portable laptops / tablets upon request. Please refer to the applied protocol upon your arrival.
8. Room service is available according to operating hours of the pool bar and until 21:00. Please refer to the applied protocol upon your arrival.
9. Baggage drop off and carriage services are available at the reception upon request. Please refer to the applied protocol upon your arrival.
10. Baby cots baby chairs and additional bed are available upon request. Please inform with your inquire about your special needs.

V. Withdrawal of the customer from the contract for accommodation (cancellation, rescission)

1. A withdrawal by the customer from the contract of accommodation 21 days before date of arrival is 100% refundable minus any transaction in case that a deposit has been made. If withdrawal is requested within a period of 21 days and 7 days before the agreed date of arrival SD will charge 50% of the agreed amount. If a withdrawal request is made within the period of 7 days up to the agreed date of arrival SD will charge 100% of the agreed amount.
2. If other deadline for withdrawal from the contract free of charge was agreed between the SD and the customer, the customer can withdraw from the contract until that point without initiating claims by the SD for payment or compensation for damages. The customer's right to rescind expires if it does not exercise its right to rescind against the SD by the agreed deadline.
3. Services performed by third parties or special services and that are related to the contract which become useless as a result of the cancellation are to be paid by the customer in full.

VI. Withdrawal of the customer from a contract for an event (cancellation, rescission)



Sanidiamonds
apartments & studios

1. The customer is only entitled to rescind without charge if this has been agreed with the SD in writing. Otherwise the SD is entitled in the case of a cancellation to charge the agreed cost of hire for rooms in addition to the costs of preparation in accordance with the following provisions, provided that it is not possible to book the rooms for another customer.

2. The SD is entitled to charge for the room or an event package

- at a rate of 25 % for cancellation from 45 days before the beginning of the event and up to 21 days,

- at a rate of 50 % for cancellation from 21 days up to 7 days before the beginning of the event,

- at a rate of 100 % for cancellation from 7 days before the beginning of the event.

3. If sales of food and drink are agreed, the SD is entitled to charge the following additional costs in the case of cancellation: If the customer cancels the booking for an event with agreed food and drink between the 3th and 1st week before the event, the SD is entitled to charge 55 % of the food sales lost and 20 % of the drinks sales, and is entitled to charge 80 % of the food and drink sales from the 1st week until the beginning of the event. The sum for food and drinks is calculated according to the number of participants agreed in the contract.

4. The customer is at liberty to prove that the SD is not at any loss as a result of the event not taking place or the loss for the SD is lower than the flat-rate compensation for damages claimed.

VII. Rescission by the SD

1. If it has been agreed that the customer can rescind without incurring costs within a defined period, the SD is also entitled to withdraw from the contract within this period.

2. If an agreed advance payment or an advance payment claimed on the basis of these general terms and conditions is not paid by the due date, the SD is also entitled to rescind the contract. Moreover, the SD can claim compensation for damages from the customer.

3. The SD is entitled to rescind the contract with immediate effect if, for example

, - acts of God and other circumstances which the SD is not responsible for make the fulfillment of the contract impossible;

- bedrooms and other rooms are intentionally booked using misleading or false statements about facts which are material to the contract, e.g. who the customer is or the purpose of the stay;

- the SD has justified reason to assume that the use of SD services can put at risk the smooth operation of the business, the security or the public reputation of the SD, unless this is attributable to the SD's sphere of responsibility;



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apartments & studios

- the purpose or reason of the stay is illegal;
- there is an unauthorized sub-leasing or re-leasing contrary to III. 7. of these general terms and conditions;
- the SD is closed;
- proper accommodation and/or proper facilities for an event are not guaranteed because the SD is being renovated;
- the customer withdraws from a part of the contract in the case of a combined accommodation and event contract.

VIII. Number of participants and changes to the number of participants

1. A change in the number of participants registered by the customer of more than 5 % must be notified in writing to the SD at the latest 7 days before the start of the event, so that it can be acknowledged by the SD in the bill. Deviations beyond this shall be based on the original number of participants registered less 5 %.
2. An increase in the number of participants of more than 5 % requires the written consent of the SD. In the case of an increase, the actual number of participants will be used as the basis for the bill.
3. If the number of participants is changed by more than 10 %, the SD is entitled to exchange the agreed rooms, provided that the size of the new rooms is appropriate for the latest number of participants notified.
4. If the agreed start and finishing times of the event are changed without the prior written consent of the SD, the SD can charge for the additional costs for the commitment, unless the SD is responsible for the change of times.

IX. Own food and drink

1. Only the SD provides food and drink for events. Prior written agreement is required for exceptions to this. In these cases, a sum to cover the overhead costs ("corkage") shall be charged.
2. The customer is fully liable for the food and drinks brought along being fit for consumption and absolves the SD in this respect from any claims by third parties.
3. The SD undertakes no liability for the shelf life of the food which is taken away to the SD after an event at the SD or taken outside the SD for private consumption.

X. Technical equipment and connections

1. If the SD procures technical and other equipment from third parties for the customer on its request, it deals in the name of, with the authority of and on behalf of the customer. The customer is liable for handling the equipment with care and for its proper return. It absolves the SD from all claims by third parties for relinquishment of this equipment.



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apartments & studios

2. The use of the organizer's own electrical equipment or that of third parties authorized by the organizer which uses the SD's electricity network requires the prior written consent of the SD. Disruptions or damages to the SD's technical equipment caused by the use of this equipment will be at the cost of the organiser, if the SD was not responsible. The SD may include and charge at a flat rate the power costs which arise through the use of such equipment.

3. Failures in the technical or other equipment provided by the SD will be corrected as soon as possible. Payments cannot be retained or reduced if the SD was not responsible for these failures.

5. If the SD's technical equipment remains unused because the customer commissioned an external technology company, the SD is entitled to claim compensation for operating losses.

XI. Music shows, artist exhibitions

1. If the rights of third parties are affected by events (copyrights, etc.), the customer is obligated to obtain appropriate permission at its own cost before the event is held and to pay fees which accrue directly. Nevertheless, should fees or claims for compensation for damages be made against the SD for the reasons stated, the organiser absolves the SD from such fees or claims for compensation for damages.

2. If the SD engages artists for events for the customer, the SD is entitled to pass on the fees to the customer.

XII. Decoration material, exhibits for events

1. Decoration material, exhibits or other, also personal items belonging to the customer who is not himself a guest at the SD, are kept in SD at the customer's own risk. The SD undertakes no liability for loss, destruction or damage to such objects, except in the case of gross negligence or intent by the SD. Damages resulting from death, injury to body or health are not included in the exclusion of liability. Moreover, all cases in which there is a duty of safekeeping on the basis of the facts in individual cases, the fulfillment of which is actually required before the contract can be properly carried out and whether the customer may have constant trust that it will be observed (material contractual duty) are excluded.

2. Decoration material brought along must comply with the fire protection regulations. The SD is entitled to demand an official certificate for this. If the customer does not comply with this request from the SD, the SD is entitled to remove and store the decoration material at the cost of the customer. Because of the possible damages, it is only permissible to install and fit items on walls and ceilings with the prior written consent of the SD.

3. All objects brought by the customer or participants of the event are to be removed by the customer immediately after the event finishes. If the customer does not comply with its duty to remove immediately, the SD is entitled to remove and store the objects at the cost of the customer. If objects remain in the event room, the SD



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apartments & studios

can charge the agreed price for the room for the duration in which they stay. The customer may still prove that the damages due are lower and the SD may still prove that they are higher.

4. The customer is to ensure that any waste is properly disposed of according to the relevant statutory provisions. 5. If the customer commissions the SD with the disposal of packaging material, the SD is entitled to charge the customer with the costs arising from this.

XIII. Customer's liability

The organiser is liable for all damages to the SD building and its equipment, which was caused by the organizer, event participants, event visitors, the organizer's staff or other third parties working in its domain. The SD can demand appropriate securities (e.g. insurance, deposits, guarantees etc.) from the organizer to protect against exposure to liability.

XIV. Defects, customer's obligation to cooperate Should defects in the deliveries or services by the SD arise or services are disrupted, the customer is to inform the SD about this immediately after it is identified so that the SD is able to remedy the fault as quickly as possible or provide the delivery or service as understood under the contract. If this is not possible because of the nature of the defect/disruption or other compelling reasons, notification of defects must in each case be made to the SD on return of the rooms at the latest. The customer is obligated to keep damages arising to it as low as possible.

XV. SD's liability

1. The SD is liable to carry out its contractual duties with the diligence of a prudent businessperson. Claims by the customer for compensation for damages are excluded. Excluded from this are damages arising from death, injury to body or health. Damages due to the intentional or grossly negligent breach of duty by the SD are also not included in the exclusion of liability. The exclusion of liability also does not include damages arising from the breach of material contractual duties. Material contractual duties are those which are actually required to be fulfilled before the contract can be properly carried out and the customer may place constant trust in their fulfillment. Further, the strict liability remains unaffected as well as the liability arising from a guarantee potentially taken by the SD. A breach of duty by the SD has the same consequences for legal representatives or assistants.

2. The SD is liable to the customer for things brought in SD.

3. If the customer is provided with a place to put the things in the SD premises or in a SD parking place, no contract for safekeeping is created.

4. Claims by the customer against the SD prescribe after a year from knowledge of the facts which found this claim. Claims for compensation for damages prescribe after 5 years whether or not knowledge of them is received. This shortening of the



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statutory periods of prescription does not apply in the case of culpable death, injury to body or in the case of liability under the product liability law.

XVI. Final provisions

1. Alterations and additions to the contract for accommodation and events are required to be in writing to be effective. Waiving the requirement of writing is also required to be in writing.
2. The place of fulfillment and payment is the registered office of the SD.
3. The place where the SD has its registered office is the exclusive jurisdiction for commercial issues.
4. The law of the Republic of Greece applies exclusively.
5. Should individual provisions of the accommodation or event contract or individual provisions of these general terms and conditions for SD accommodation and for holding events be or become ineffective, the effectiveness of the remaining provisions will remain unaffected by this. .