

TRANSACTION/BOOKING TERMS AND CONDITIONS

I. PREAMBLE

These Transaction/Booking Terms and Conditions (hereinafter referred to as "**Booking Terms**") of this Website "<https://www.alkimathens.com>" (hereinafter referred to as "**Website**") of the private company under the name "**MARGARITA KONTZIA MONOPROSOPI IDIOTIKI KEFALAIOUCHIKI ETAIREIA**", having its registered office in Athens, Tombazi Street no. 10, with Tax Identification Number 801194883 and with a GEMI number 151486701000, as legally represented [hereinafter "**the Company**" or "**we**"], as amended and effective from time to time, are effective immediately from your first visit to the Website and govern your navigation, use and legal relationship with the Company for the provision of reservation and accommodation services at the Company's (non-primary) hotel accommodation [licensed furnished rooms (first-class, 5-key category)] with the distinctive title "**ALKIMA ATHENS**" (hereinafter "**Services**»).

The **Booking Terms** constitute our exclusive, legally binding agreement, which governs the business relationship established between us and you, the users and consumers of our Services, setting out, among other things, our Company's rights and obligations towards you, as well as your rights and obligations towards our Company. Only in the event that we enter into a different written agreement for the provision of the Services, the terms of any more specific, written agreement will apply.

These Booking Terms may be amended at any time without specific, individual notice, and from the publication of the respective amendments on the Website, they enter into force and become binding. We recommend that you print or save a copy of the Booking Terms at the end of your booking/reservation, as the Booking Terms, as they will apply at the time of your booking/reservation, will govern the relationship between us.

By using our Website and Services, you expressly agree that you have read, understood and accepted the Booking Terms. Our legal relationship is subject to the Booking Terms in force at the time of your booking.

If you have any questions about any issue regarding the content and services of the Website and the Booking Terms, you can contact us at e-mail info@alkimathens.com.

II. BOOKING TERMS

1. BOOKING/ RESERVATION

1.1. By using the Website and our Services you represent and warrant that your booking/reservation or bookings/reservations are governed by the Booking Terms and/or by any more specific written agreement of ours (if any).

1.2. By booking our Services you represent and warrant that you are an adult, over eighteen (18) years of age, with full legal capacity.

1.3. When you make the booking, you unconditionally declare, represent and warrant that you have the legal capacity to do so and that all information you provide to us about such booking is lawful, valid, true and accurate.

1.4. In order to use the Services, you are obliged to provide us without delay with your necessary identity and contact information, as well as payment details (e.g., valid credit/debit card information), whenever requested by our Company.

1.5. In the event that you make the reservation on behalf of a third party, you unreservedly declare, affirm and warrant that you have the legal authority to do so. You are obliged to provide us without delay with all necessary information proving your authorization at our request.

1.6. The reservation of a room constitutes your proposal for the use of our Services and for the conclusion of an accommodation contract, which (contract) constitutes these Booking Terms (or any more specific, written agreement of ours) and presupposes its acceptance by our Company.

1.7. Reservations can be made in the following ways:

(i) Online through our Website: When you browse the Website, we indicate each time, in an understandable and easy-to-use way, specific technical steps to proceed and complete the reservation correctly. In particular, the technical stages of booking are the following:

- **Selecting the desired reservation:** The Website includes a booking search engine, where you are informed about the availability of the accommodation, the total cost of the reservation, as well as the facilities and amenities of each room. When you proceed and complete the booking, you are always informed that you have the relevant payment obligation. When you proceed with and complete the Booking, you are always clearly informed through easily readable notices that the completion of your booking entails your obligation to make payment.

- **Display the details of the reservation before it is finally submitted:** All details of the booking you can select are displayed on our Website before the final booking is made, so you can check if the booking meets your preferences and correct any errors or inaccuracies before the final submission of the booking.

- **Acceptance of Terms and Conditions:** After filling in the details of your reservation, your order is completed with: (a) acceptance of the Booking Terms, as well as the other applicable terms of our Website, in the language you have already chosen when completing the order (Greek or English), by clicking on the relevant pop-up icon of the Website, and (b) payment of any fees required for the selected booking, where applicable.

(ii) By phone: Reservations can be made by contacting us by phone and/ or by sending a text message to our contact number: **+30 2103210888, +30 6980328095**.

(iii) By email: Reservations can be made by contacting us at: **info@alkimathens.com**.

1.8. Before you proceed with a booking, our Company, through the Booking Terms and the clear notices and information on its Website, provides you with all the necessary information governing the Services, including, but not limited to, all necessary and relevant information regarding our Company's identity and contact details, the classification of the accommodation we operate and its amenities (e.g., swimming pool, the check-in and check-out times, the total price of the Services, and other information related to the Services and these terms. The Contract is concluded only after our confirmation that we accept the Booking. We will provide you with such confirmation by email within **a maximum period of 5** days from the booking. No booking is confirmed until the agreed payment has been received by our Company.

1.9. Upon notification of your booking confirmation, we will provide you with all necessary, relevant information, i.e. our identification and contact details, our contract (Booking Terms) governing your booking, details of your booking, including details relating to the total cost and its payment (e.g. provision of proof of payment or prepayment), as well as the conditions and deadline regarding your right to cancel the booking.

1.10. Our contract is archived by our Company for as long as the Services are provided, and after the completion of the provision of services for the period required by applicable law in order to comply with our legal obligations (e.g. tax law obligations) and until any related claims are time-barred (with a maximum period of twenty years from the completion of the provision of services). You have the right to request an additional copy of our archived contract by sending a relevant request by e-mail or in any other appropriate way.

2. NUMBER OF VISITORS

2.1. The reservation is limited to a certain number of people per accommodation, including children, as stated on our Website.

2.2. It is forbidden without our written consent to host or grant the use of the accommodation to third parties, who are unknown to us and/or do not contract with us.

2.3. In the event of unauthorized use of your accommodation by a third party, you are liable for any damage that may be caused to the accommodation, to our Company, and/or to you and your personal belongings (including their loss), as well as to any person, waiving any claim against our Company and you hereby agree to indemnify and hold our Company harmless from any related liability. The customer is liable to compensate the Company for any damage or loss caused to the accommodation's movable equipment or facilities (such as broken glass, sinks, damage to furniture, carpets, clothing, plumbing and electrical/electronic installations), for theft of items or bodily injury to the accommodation's staff caused by the guest, their visitors, or those living with them, or by any other person, object, or animal for whom the guest is legally responsible.

3. BOOKING COSTS & PAYMENTS

3.1. For the implementation of the reservation we accept payments from the means of payment (e.g. by debit or credit card) specified on the Website.

3.2. The total cost for the reservation and use of our Services, if your reservation is accepted, is paid in euros (€) [or/and in U.S. dollars] and includes VAT. The climate resilience fee, in accordance with the applicable legislation, is payable upon your arrival at the accommodation. The total cost of the reservation remains payable and is not reduced if, for any reason, you do not use the reserved rooms for the entire duration of the reservation or for part thereof.

3.3. The cost of the reservation varies depending on the details of your reservation, such as but not limited to the type of room you choose and the duration of your reservation. You are fully informed about the booking cost by our Website and by the booking platform of the Website, so that you know the booking cost before proceeding with it.

3.4. A reservation may require you to pay in advance, i.e. pay before your arrival at the accommodation, all or part of the total cost of the reservation in accordance with the provisions of the Website. Specifically, for reservations subject to a special discounted rate on the condition of immediate payment and with no refund option—reservations for which you are notified by clear and appropriate indications on the Website (e.g., “non-refundable rates”), you agree that you are obligated to pay the total cost of these reservations in advance and that, in the event of cancellation, you are not entitled to a refund of the amount paid for any reason, and that our Company is not obligated to refund said amount.

3.5. For all types of reservations/bookings, regardless of whether a deposit of the total reservation cost or a portion thereof is required, you must provide and/or disclose your payment method details (debit/credit card, etc.) and to reserve the amount corresponding to the advance payment (in whole

or in part) of the booking cost. By making the booking, you grant our Company the right to reserve the said amount at any time from the payment method you used. The deposit or its reservation does not constitute the guarantee referred to in clause 3.8. below.

3.6. If you do not comply with any of your financial obligations (e.g. in terms of paying part of the booking cost in advance), we have the right not to accept your booking.

3.7. For certain room types, or for all rooms, depending on what is specified on the Website, our Company is entitled to ask you to pay a certain amount of financial guarantee as a prerequisite for the completion of your reservation. The guarantee is given to ensure the proper performance of our contract, ensuring, among other things, that the accommodation will remain in excellent condition until the day of departure, without any damage to our Company, and constitutes a legally binding agreement in accordance with these Booking Terms, if you accept it (e.g. by completing your reservation on the Website). In the event that damages are found during your stay or within a reasonable period of time from your departure, our Company has the right to charge your card and withhold the guarantee, reserving any rights as to any excess value of its damages. The reservation of a room, for which a guarantee has been agreed, continues to constitute your proposal for the conclusion of an accommodation contract with our Company and is subject to our approval in accordance with these terms.

3.8. Customer accounts for other and/or additional services used during their stay at the accommodation, which are not included in the Services and are not covered by the relevant reservation cost, such as, for example, food and beverage orders, are settled on a daily basis, unless otherwise agreed by the parties

4. AVAILABILITY - CANCELLATIONS - RESERVATION CHANGES

4.1. Room availability is displayed on our Website. The content and services of the Website are provided "as is", without any warranty expressed or implied in any way. The Company is not liable for any unavailability or errors of the Website and its contents and services, to the maximum extent permitted by law, including any form of negligence.

4.2. Unless otherwise agreed in writing, no changes to the dates and details of your reservation (e.g. arrival/check-in, departure/check-out, room type, number of guests, etc.) are accepted. The reservation, if accepted, is final and cannot be canceled or modified, subject to the provisions below.

4.3. In particular, for those reservations that are defined, in accordance with the Website and your reservation details, as reservations with free cancellation (subject to applicable conditions), you have the right to request the cancellation of the reservation by the deadline given from time to time on the Website and in your reservation details. For these reservations, you must in any case request the cancellation within reasonable time before your agreed arrival date according to the reservation details.

4.4. Cancellation requests can be submitted through our website or by any other written means (e.g. email).

4.5. Arrivals are at 15:00 p.m. and departure at 11:00 a.m., or at any other time agreed in writing between us.

5. FORCE MAJEURE

5.1. We have the right to cancel the reservation for reasons of force majeure, that is, unavoidable and extraordinary circumstances beyond the control of the party invoking such a situation, the consequences of which could not have been avoided even if all reasonable measures had been taken.

5.2. Force majeure includes unforeseen and exceptional events beyond the control of our Company, such as, but not limited to, pandemics, endemic diseases, natural disasters such as earthquakes, lightning, cyclones, hurricanes, floods, volcanic activity, landslides, or other extreme weather events, strikes, war, terrorism, political situations, unrest.

5.3. You have the right to withdraw from our contract for reasons of force majeure, only if you prove that force majeure exists with sufficient evidence that should accompany your cancellation/withdrawal request and is assessed by our Company.

6. APPLICABLE LAW - JURISDICTION

6.1. Our contract is governed exclusively by Greek law.

6.2. Any dispute that may arise between us and our Company, in relation to or on the occasion of our contract, is subject to the exclusive jurisdiction of the courts of Athens for any kind of proceeding (including injunctive relief).

6.3. Any provision of the above terms that is found to be contrary to the above legal framework or becomes invalid, automatically ceases to be valid and is removed from the present, without in any way affecting the validity of the other terms.

7. OUT-OF-COURT SETTLEMENT

7.1. For the effective and prompt resolution of issues concerning our contract and business relationship, you can contact us directly at any time at our contact details available on the Website.

7.2. In case you wish to resolve our dispute out of court, you can contact a certified out-of-court resolution body in Greece in accordance with the European [Commission's](#) website, such as [the Independent Authority of the Consumer Ombudsman](#).

7.3. All the above information in article 7.2. regarding out-of-court dispute resolution bodies are provided for your convenience and you should verify it by seeking appropriate legal advice of your choice.