

DOMES NORUZ MYKONOS

TERMS & CONDITIONS

1. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires, the following expressions shall have the following meanings:

“Accommodation Unit”: the accommodation unit of any kind such as rooms, villas, residences, suites etc. that are being offered by the Hotel for overnight stay.

“Accompanying Person”: Any person travelling with the Guest and staying with them in the reserved Accommodation Unit overnight.

“Check-in”: the process of receiving and signing the Registration Card and receiving Accommodation Unit access.

“Check-out”: the process of leaving the hotel-room and giving back the Accommodation Unit access.

“Direct Reservation”: A reservation made for a booking via Hotel channels (website, email and/or phone).

“Force Majeure”: Any event beyond the control of the parties of an unpredictable and insurmountable nature that prevents either the Guest or the Hotel from fulfilling all or part of their mutual obligations. Cases of force majeure or fortuitous events are considered to be those that would usually be recognized by the jurisprudence of the Greek courts.

“Grievance”: any event or situation that is encountered by the Guest that hinders the enjoyment of their stay in any way

“Guest”: Any person that has checked in the Hotel and is staying overnight.

“Hotel”: The Hotel titled in the Registration Card.

“Manager”: A member of personnel with delegated authority.

“Personnel”: Persons employed by the Hotel.

“Platforms”: Third-party owned Web sites that provide travel services.

“Terms and Conditions” or “T&C”: The present Terms and Conditions

“Tour Operator”: Third Parties that provide tour services.

“Trademarks”: Markings that may or may not have been registered that are used by the Hotel to signify products or services.

Wherever hereunder the term “Guest” is used generally, it is considered that it refers to both the Guest and any Accompanying Person.

2. SCOPE

2.1. Notwithstanding opposite explicit agreements between the Hotel and Guests, the present Terms and Conditions (“T&C”) shall apply for all services provided by the Hotel to the Guest from the Check-in until Check-out.

2.2. Sub-contracting or sub-letting of Accommodation Unit, together with their use for any purposes other than accommodation is strictly prohibited.

2.3. The present T&C shall supersede any contrary general terms and conditions that Guest or Tour Operator has set.

2.4. Guest may seek to negotiate separate terms, in part or in whole, with the Hotel for issues that are regulated with these T&C. Such negotiation should be made known to the Hotel at least 60 days prior to the designated check-in date and concluded 30 days prior to the designated check-in date. It is at the discretion of the Hotel to accept the proposed changes, and if such a negotiation fails it shall be considered that the Guest agrees with the present T&C in their entirety. Failure of negotiation is not grounds for cancellation of a reservation by the Guest. For every term not differentiated it shall be construed that the Guest is agreeing with all other terms.

3. REGISTRATION CARD

These T&C apply to the Guest whose name, surname and signature appear in the Registration Card and his/her Accompanying Persons for whom the Guest is considered that is acting as their representative. By signing the Registration Card the Guest declares that accepts the T&C as well as the Hotel's policies. During the check-in procedure persons that are EEA or EU nationals ought to produce national identifications documents. Non-EEA or EU nationals ought to have a valid passport.

4. STAY PROVISIONS

4.1. Safety

Guests and Accompanying Persons ought to take all reasonable precautions for their own safety when they are in their rooms or circulating inside the Hotel's premises. Indicatively and not restrictively, Guests should be mindful of wet/slippery floor signs, glass doors or tables, vehicle circulation in the Hotel's internal road network, slippery floor near the pools, stairs, etc. The Hotel bears no liability for accidents caused by mere carelessness of the Guests.

4.2. Children

The following terms and conditions are not applicable where the Hotel adopts an “adult only” policy.

4.2.1. Unless they are attending the Hotel's Childcare Services, children under 14 years old should always be supervised by an adult.

4.2.2. For any damages caused (either to the Hotel, Personnel, or to other Guests) by Children of Guests the Guest who is related to the child shall be liable.

4.2.3. Likewise, any charges made by children of Guests while not under the supervision of their parents shall also be deemed to have been valid and binding to their parents as Guests.

4.2.4. Children that are attending the Hotel's Childcare Services are under the direct supervision of professional, qualified and experienced personnel operating the Hotel's Childcare Center. Childcare Personnel is specially trained by a certified, internationally recognized Consultancy and Training contractor of the Hotel. All childcare buildings, facilities and equipment of the Hotel are constantly checked and comply fully with all health and safety standards and all childcare related procedures are consulted upon and audited by the above mentioned Consultancy and Training Contractor.

4.3. Disabilities - Medical Conditions - Diseases

4.3.1. Guests with disabilities that require special considerations ought to make such considerations known to the Hotel at least at the check-in date.

4.3.2. If Guests have pre-existing medical conditions they should declare it during the check-in procedure. Medical conditions include but are not limited to: allergies, heart problems, skin diseases etc.

4.3.3. If it is medically ascertained that a Guest has an infectious disease, the Hotel retains the right to request their departure within 24 hours. If such a request is made by the Hotel, the Guest has the right to request the refund (if it has been already paid to the Hotel) for the remainder of the days.

4.4. Harassment

Guests should not behave in a way that constitutes harassment to other guests or personnel. In this sense harassment may include (indicatively and not restrictively): comments about ethnicity, religion, sexual orientation, political beliefs, gestures, physical contact, sexual lewdness or any other behavior that is deemed as harassment by relevant legislation.

4.5. Loud behavior

Guests should be respectful of other Guests and not be unnecessarily loud during their stay. Voice volume of Guests and electronic devices (e.g. TV, radio, laptops) shall be kept

to a minimum so as not to disturb other Guests. The present obligation includes both the Accommodation Unit and common areas, such as pools, restaurants, bars, lounge, etc.

4.6. Safety Deposit Box

4.6.1. The safety deposit box included in the Accommodation Unit may hold items (including cash) that are under 3.000 Euros of value.

4.6.2. With reference to the Safety Box manual of operation the Hotel does not assume any liability for missing items stored therein.

4.7. Food and Beverages (F&B)

4.7.1. Food and Beverages preparation inside the Hotel fully complies with all Health and Sanitary regulations.

4.7.2. Guests with allergies or any kind of ingredient intolerances are required to notify the Food and Beverage-handling Personnel of this issue and be mindful of the ingredients of the F&B that they purchase inside the Hotel.

4.8. Gym

4.8.1. All Guests that use the Gym declare that they do not suffer from an illness or injury that may be aggravated by the use of the Gym. Guests who suffer from injuries or illnesses that prevent them from exercising are not allowed to use the Gym. If they do engage in any kind of physical activity, the Hotel assumes no liability for potential accidents or injuries.

4.8.2. It is construed that all Guests that use the Gym are aware of the way that the Gym equipment they use works. In case the Guest is not familiar with the way the Gym equipment works, he is required to ask for help from the designated Personnel. The Hotel assumes no liability for any injury caused by the misuse of Gym equipment.

4.8.3. Young children under 18 years of age are allowed in the Gym only under the supervision of an adult.

4.8.4. Use of Gym equipment that requires sitting or lying on it is not allowed without the use of a personal towel.

4.8.5. Guests shall not leave personal items (i.e. cell phones, tablets, wallets) unattended at any time while at the Gym. Hotel assumes no liability for items lost or stolen in the Gym.

4.9. Swimming

Swimming and any other seaside activity in the sea or in public or in private pool should only be performed if Guests have swimming competency and are healthy to do so. In any case, the Hotel assumes no responsibility whatsoever for any damage to health of Guests arising out of sea side activities.

4.10. Use of Pools (either Public or Private).

4.10.1. Use of the pools available, is only allowed to persons above 18 years old who are competent to swim or healthy to do so. Persons entering the swimming pool will be considered by the Hotel to have declared their competency to do so.

4.10.2. Persons under 18 should always be under the visual supervision of an adult. **4.10.3.** Use of the swimming pools is not allowed while under the influence of drugs, alcohol or medications that inhibits physical ability.

4.10.4. Guests are required to be extremely careful when walking around the pools, especially when the floor is wet.

4.10.5. If special attention is required for Guests while swimming, it should be made immediately known to competent Personnel.

4.10.6. Hotel is not required to have a lifeguard present at the rooms' Private Pool areas. Guests and Accompanying Persons using the Private Pools acknowledge that, for privacy reasons, there will be no lifeguard on duty. Persons entering the Private Pools do so at their own risk and will be considered by the Hotel to have declared that they do not need lifeguard supervision.

4.10.7. Guests not following the above mentioned rules in any way regarding the use of swimming pools are waiving their rights to claim any sort of damages by the Hotel.

4.11. Club Cars

While being on the club cars, Guests ought to follow the driver's instructions and be appropriately careful.

4.12. Outdoor Activities

4.12.1. Hotel offers a variety of sports and other outdoor activities. Activities may indicatively include individual or team sports, games, athletic events and other leisure activities inside or outside the premises of the Hotel.

4.12.2. Guests and Accompanying Persons participating in Outdoor Activities declare that they are healthy and do not suffer from any allergy, illness or injury that may be aggravated by their participation in such activities. Guests who suffer from allergies, injuries or illnesses that prevent them from exercising are not allowed to participate in Outdoor Activities. If they do engage in any kind of physical activity, the Hotel assumes no liability for potential accidents or injuries.

4.12.3. Young children under 18 years of age are allowed to participate in Outdoor Activities only under the supervision and constant presence of an accompanying adult.

4.12.4. Guests participating in Outdoor activities are considered to declare that they are aware of the potential risks of all outdoor activities (including transportation - when needed- from and to the Hotel) and that they participate willingly at their own risk. Guests are required to take all reasonable precautions for their own safety, follow the instructions given and report any problem to the competent Personnel.

4.13. Internet Service

4.13.1. Internet service for use by Guests is provided "as is" by an internet service provider, therefore Guests are not guaranteed speed of internet access nor the continued use of internet access. The use of the internet service is not in any way designed for the conduct of business, and its scope is for personal use only.

4.13.2. The Hotel may restrict use of the internet service if it is found that Guests are abusing the service. Abuse may include indicatively and not restrictively include, the downloading of single files over 1 GB per/8 hours, attempting to hack network infrastructure of the Hotel and/or attempting to access other Guests private devices through the Hotel network.

4.13.3. Use of the internet service is construed as a waiver of any responsibility of the Hotel.

4.13.4. The Hotel does not assume any responsibility from the use of the internet service regarding data security or privacy.

4.13.5. For posts on internet media (including but not limited to: blogs, Facebook, Twitter, Instagram et.al) it is forbidden to use distinctive markings of the Hotel in a way that may be misconstrued that the Guest is affiliated in any way with the Hotel.

4.13.6. Guests may not make defamatory statements on internet media for the Hotel or the Hotel, and/or Hotel Personnel.

4.14. Parking

4.14.1. Though the Guest may be offered a parking space in the Hotel garage or car park, this shall not form a contract for its safe keeping, even if a parking fee is paid.

4.14.2. Hotel bears no liability for any damages caused by other Guests' willful or negligent behaviour when driving inside the parking lot.

4.15. Due to privacy and security reasons, Guests are not allowed to use portable helicopter cameras or drones inside the premises of the Hotel.

5. General Liability

5.1. Disclaimer The Hotel and its vicarious agents shall,

in accordance with statutory provisions, be liable for damages towards the Guest arising only from willful or grossly negligent behaviour. The same shall apply to damages to life, limb or health resulting from negligence. In cases of property and financial damages caused by negligence, Hotel and its vicarious agents shall only be liable if and when a fundamental contractual obligation been breached, however such liability shall be limited to foreseeable and contractually typical damages when the contract was entered into and anyhow are not exceeding the amount charged by the Hotel for accommodation; fundamental contractual duties being such, the fulfilment of which is substantial to the contract, and on which the customer may depend. Should any faults or shortcomings arise in the services provided by the Hotel, the Hotel will make every effort to correct this if the customer has brought these to its attention or made his objections promptly known. The Guest is obliged to make reasonable effort to rectify any fault or minimize any possible loss or damage, and to bring any faults or damage immediately to the Hotel's attention.

5.2. If the Hotel does not insist on strict performance of the T&C or if the Hotel does not exercise or delays to exercise any rights or remedies available, this will not constitute a waiver of such rights and remedies or a modification of the T&C.

5.3. Neither party will be liable to the other party in the event of a breach of its obligations resulting from an event of Force

Majeure. It is expressly agreed that Force Majeure suspends, for the parties, the execution of their reciprocal obligations and that each party shall bear the burden of the resulting costs.

6. Damages caused

6.1. Guests must take all reasonable precautions to avoid damage or interference with any property belonging to the Hotel. The Guest is liable for all inventory losses and damages caused by misuse, carelessness or negligence. Guests are requested to bring any damages to Hotel property to the Hotel's immediate attention by notifying Personnel. Malicious, wilful, or negligent damage or interference Hotel property will be regarded as a breach of the present T&C and the Hotel reserves the right to terminate the Guest's stay, withhold the deposit and / or charge the credit card on file for the restitution of the damages.

6.2. For any damage caused to property owned by other Guests, or Personnel by Guests, the Hotel reserves the right to seek damages if it is forced to restate them. The Hotel will contact the Guest to recover the costs for any repair, replacement or specialist cleaning necessary.

7. Contracted Services

Several services are being provided to Guests by third-parties indicated by the Hotel but not directly by the Hotel (herein after "External Contractor"). Such services may indicatively but not restrictively include: transportation services (private taxis), excursions, water sports, spa and child care services. If the Guest does not make a separate arrangement with the contracted External Contractor, it shall be construed by default that they have elected to pay the Hotel which will then in turn pay the External Contractor. The External Contractors are not in any way affiliated to or mandated by the Hotel so the Guest establish a direct contractual relationship. The Hotel is acting only as authorized by the External Contractor for collecting the fees for the relevant service. Hotel Guests using contracted services are waiving all responsibility of the Hotel from any damages arising out of their use.

8. Property

8.1. The Hotel reserves the right to charge Guests the cost of replacing any property owned by the Hotel that is removed from the Hotel by them without the Hotel's informed consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing come to light after the Guest has departed, Hotel reserves the right to make a charge to the Guests credit / debit card, or send an invoice for the amount to the registered address.

8.2. The Hotel assumes no liability for safekeeping of

the Guest's personal items, unless it is explicitly agreed upon in writing. The Hotel is in no way liable for the loss of or damage to Guest's personal items that is not directly caused by Hotel's or its Personnel's acts or omissions.

9. Deposit for damages.

The Hotel may charge a deposit of up to ½ of the total rate paid (or to be paid) by the Guest to cover damages to the Hotel. Upon check-out the Hotel shall either return the sum within 15 days to the Guest (via the credit/debit card Hotel) or may elect to counterbalance it for charges arising from the use of Hotel or contracted services.

10. Final Provisions

10.1. Superimposed

These T&C regulate the stay of the Guest in the Hotel's Hotel. Therefore they are superimposed over any agreement the Guest has made with a third party, and the Guests waives all rights to seek compensation from third parties for issues that arise out of these T&C under which the Guest would be responsible.

10.2 10.2.1

10.2. Guest Grievance Resolution

10.2.1. For any Grievance that arises during their stay Guests ought to reach out to Personnel to resolve their Grievance.

10.2.2. If the Grievance is not resolved, then the Guest ought to reach out or request from Personnel to speak to a Manager for their Grievance.

10.2.3. If the Grievance is not resolved again, the Guest has the right to fill out a write Grievance Report and deliver it to the concierge or a manager. If that is not possible it ought to be sent electronically (via e-mail) with the Subject: "Grievance Report- (Surname, Name)" to the Hotel's official email address referred in the Registration Card.

10.2.4. If the above mentioned procedure is not followed, any grievances that are reported after the checkout date shall not be recognized as such by the Hotel.

10.3 Acceptance and Waiver Signature of the Registration Card constitutes acceptance of the T&C and conclusion of the Check-out without any written observation to the contrary constitutes a full waiver of responsibility of the Hotel for any damages occurring from the stay at the Hotel.

10.4. Nullity

If any individual term of these T&C is deemed void, the validity of the remaining provisions shall not be affected thereby.

10.5. Applicable Law and Competent Jurisdiction

10.5.1. Applicable Laws of Greece and relevant EU Legislation are to be applied for the present T&C.

10.5.2. For any disputes arising out of these T&C in connection with their total or partial validity, execution, compliance or resolution, competent courts shall be the Courts of Thessaloniki, Greece.

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Signature