

# TERMS OF USE



LINDOS  
AQUA TERRA  
*beachfront living & leisure*

## Terms and Conditions of Use

This website (herein the "Site") make available specific information on Lindos Aqua Terra, owned and managed by «GIOTA S.A.», with Tax ID Number 094137041 (Tax Office of Rhodes) based in Vlichia-Lindos Rhodes.

You can contact our main office for any information or request:

### Lindos Aqua Terra

85107 Vlichia Beach Lindos, Rhodes, Greece

Tel.: +30 22440 31605

Email: [info@lindosaquaterra.gr](mailto:info@lindosaquaterra.gr)

This Site, and the services of each of its modules, are offered exclusively by Lindos Aqua Terra Hotel and its various third party providers and distributors. The offer of such goods and services is conditioned on the user's acceptance of the terms and conditions and notices set forth herein and on other pages of the Site (collectively

the "Terms"). Please read these Terms of Use carefully before you start to use our site, as these will apply to your use of our site.

**By accessing using, viewing, transmitting, caching or storing this site or any of its services, functions or contents, and by making a reservation with [www.lindosaquaterra.gr](http://www.lindosaquaterra.gr) you agree that you are legally bound by each and all the terms, conditions, and notices in this site ("agreement") without modification. If you do not agree, please do not use this website and do not proceed to any online reservation.**

**Note that:** all information provided by you in connection with your use of our site shall be true and accurate and may be relied upon by us as such.

### **Other binding terms**

These Terms of Use refer to the following additional terms and conditions, which also apply to your use of our site and are incorporated into these Terms of Use:

Our Privacy and Cookie Policy, which sets out the terms upon which we process and use any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and use.

### **Definitions**

1. The terms "Company", "**[lindosaquaterra.gr](http://www.lindosaquaterra.gr)**", "website" or "we" means Lindos Aqua Terra Hotel.
2. The term "booking" means any type of agreement between you and the company including room reservation and/or any other services.
3. The term "you" or the "customer" means you as the second party of the agreement, by the time you use this website, or make a booking.

### **Use of Site**

Our site is made available free of charge.

The services of this Site are available only to individuals who can form legally binding contracts under applicable law, and thus, are not available to minors. By using this Site, you represent that you are of sufficient legal age to use this Site and to create binding legal obligations for any liability you may incur as a result of the use of this Site. You also warrant that You are legally authorized to make the travel reservations and purchases for either yourself or for another person for whom you are authorized to act.

You may only use this Site to make legitimate reservations or purchases on behalf of yourself or others and shall not use this Site for any other purposes, including

without limitation, to make any speculative, false or fraudulent reservations, or any reservation in anticipation of demand, or any reservation that is intended for resale.

This Site is to be used by you for your personal use only. Commercial uses of this Site are strictly prohibited unless prior written consent from Lindos Aqua Terra Hotel has been granted.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to access our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use and that they comply with them.

You agree that you will not use this Site for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or bulk communications of any kind including but not limited to distribution lists to any person who has not given specific permission to be included in such a list.

You agree that you will not through any means interfere or attempt to interfere with the proper functioning of the Site.

You agree not to use our site or transmit any information or communications to or through our site in a manner that violates any domestic, European or international law or is (or is intended to be) fraudulent or abusive. All information or communications transmitted to or through our site must not: contain any defamatory, libellous or obscene material, as determined by us; infringe upon the rights of any third party;

We and our affiliates may cancel or modify any transaction (or any part thereof) where it appears that you have engaged in fraudulent or inappropriate activity or where it appears that the transaction contains or resulted from a mistake or error.

If at any case, the booking request is completed through a direct contact form via this website or any other communication (telephone, email etc) the present terms and conditions and our Privacy Policy are also applicable.

### **Data Protection Policy**

Lindos Aqua Terra respects the privacy of Users of this Site. All the necessary information regarding your Personal Data is described in our Privacy & Cookie Policy. In addition to these Terms, you agree to the policies and notices specified at the following links, which are hereby incorporated into this Agreement:

1. The terms and conditions of Lindos Aqua Terra Hotel Privacy Policy can be found at the following link: <https://lindosaquaterra.gr/privacy-notice.pdf>

2. The cookie policy for this website can be found at the following link: <https://lindosaquaterra.gr/cookie-policy.pdf>

By reading these policies you will be fully informed about the processing of personal data Lindos Aqua Terra Hotel collects at this Site.

### **Intellectual Property Rights**

This Site contains and references trademarks, patents, trade secrets, technologies, products, processes or other proprietary rights of Lindos Aqua Terra Hotel and other parties. No license or right to or in any such trademarks, patents, trade secrets, technologies, products, processes and other proprietary rights of Lindos Aqua Terra Hotel and other parties is granted to or conferred upon you.

No material from the Site may be reproduced, distributed, posted, displayed, uploaded or transmitted. The use of any material from the Site on any other internet, intranet, web or other site or computer environment is prohibited. You may not utilize framing techniques to frame any Lindos Aqua Terra Hotel trademarks, logos, or other proprietary information (including images and text). You may not use any meta tags or any other "hidden text" utilizing our name, trademarks or other proprietary information.

### **Trademarks**

The Trademarks and Terms are registered internationally and are protected under existing legislation (as defined in articles 121-196 of Law 4072/2012, as in force). The trademarks, logos and service marks and trade dress displayed on this Site (collectively, the "Trademarks") are registered Trademarks of Lindos Aqua Terra Hotel. Any reproduction or use of any of the contents of this Site without the express written consent of Lindos Aqua Terra Hotel is prohibited. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of Lindos Aqua Terra Hotel, a subsidiary or affiliate thereof or such other party that may own the Trademarks.

### **Copyright**

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contained on this Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials. The use of such materials on any other web site or in any environment of networked computers is strictly prohibited.

## **Reservation Policy**

### Pre-booking Services

The online Pre-booking services are for information purposes only, and their sole destination is to offer the user the possibility of checking the availability of a room in Lindos Aqua Terra.

### Online Booking Services

Our online Booking Services are powered by WebHotelier Technologies Limited, Mnasiadou Street number 9 (Dimokritos Building, Office 16), 1065 Nicosia, Cyprus

The purpose of the Online Booking services is for the reservation of a room in Lindos Aqua Terra Hotel. The use of these services implies full and unconditional acceptance and validity of each and all the general terms and/or conditions – which are deemed to be automatically incorporated into the contract concluded with Lindos Aqua Terra Hotel, without the need for your written transcription in the same – included in the latest version of these general terms and/or conditions.

The prices displayed on the Website are an average per night per room until a rate is selected. The prices may differ regarding the desired days, room type, number of visitors and package (breakfast, half board etc). Any meals, service or VAT and any city Tax (at the prevailing rate) are included only if specified. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected on the Websites, the total amount for your requested stay shall be displayed on the reservation summary.

Please Note: New Overnight Tax of 3€ per room, per night, is applied by the Greek Government as of 01/01/2018 (Law 4389/2016 p.53). By law, guest pays the tax directly at the Hotel's Reception upon check out. The hotel reserves the right in the event of new taxes being imposed to introduce these in accordance with Greek law.

Procurement procedure and guarantee: At the time of booking or at check-in, we will take your credit/debit card details and you authorise the use of this card for any sums that become owing to us. In order to make a reservation, your credit card will only be charged a part of the total amount of your stay at time of booking. The remaining amount is due upon check-out, arrival at hotel. We shall also have the right to require full payment in advance at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services.

No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided. The confirmation email you will receive serves as proof of your booking.

You can also book a room by contacting us via phone, email at [info@lindosaquaterra.gr](mailto:info@lindosaquaterra.gr) or at [reservations@lindosaquaterra.gr](mailto:reservations@lindosaquaterra.gr) or by filling in our contact form. In such cases, we will send you an authorization form with your credit card details and signature in order to charge a deposit. Upon check in we will charge the remaining amount of the total cost of your stay, using the same credit card or another card you may have. The name of the card holder and the name of the reservation reference should be the same. If you use a credit card that does not belong to you we reserve the right to reject any booking if we are not satisfied that the cardholder has given permission for the transaction.

**IMPORTANT: We advise you to check the special payment and cancellation policy we apply in each booking category before you proceed with the booking.**

VAT will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued, and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date.

**c. Termination of the contract or cancellation of the booking:** The credit card is solely a means of guarantee. The cancellation policy varies according to the rate that is booked. **Please refer to the individual full rate descriptions given at booking.**

For rates marked as “fully flexible” - these bookings do not require a deposit. However, credit card guarantee is required to secure your reservation. The Hotel reserves the right to pre-authorize credit cards or charge the credit card with the amount of 50% of the total accommodation cost prior to arrival. If you like to modify or cancel this booking please check our Cancellation Penalty Policy below and contact our reservation department.

- For cancellations received up to 21 days prior to the date of arrival, there are no cancellations fees.
- For cancellations received within 21 days or less prior to the date of arrival, an amount of 50% of the total accommodation cost should be charged
- Early departure or no-show are fully charged

For rates marked as “Bed & Breakfast” - Lindos Aqua Terra Hotel requires a 50% charge to your credit card of the total agreed price of the reservation at time of booking. The prepayment is non refundable in case of cancellation or non show. Early Departures are fully charged. However, **booking modifications are allowed** (arrival / departure dates or change of room type) upon communication with the hotels' reservation department: [reservations@lindosaquaterra.gr](mailto:reservations@lindosaquaterra.gr) .

When you reserve or purchase travel services through this Site, information that you have provided us about you is provided to the airline, ferries, car rental agency,

hotel, travel package vendor or other involved third parties to fulfill your travel arrangements. There are also Airport transfer services: arrival and return transfer from/to the airport are provided at an extra cost for standard rates.

When You browse, reserve or purchase travel services through our site, such information may be provided to the applicable vendors or other involved third parties to fulfill your travel arrangements.

If your booking type is: a) FF (Fully Flexible), b) BB (Bed&Breakfast) or b) HB (Half Board), you are able to cancel your booking either through our website, or by e-mail at: [reservations@lindosaquaterra.gr](mailto:reservations@lindosaquaterra.gr)

To cancel your booking please visit the following page <https://lindosaquaterra.reserve-online.net/retrieval> and click on the button "change/cancel Reservation". Then you fill in your booking confirmation number and your email address in order to amend or cancel your booking. Alternatively, you may send us an email with your request at [reservations@lindosaquaterra.gr](mailto:reservations@lindosaquaterra.gr) and will cancel or amend the booking for you. The cancellation request must be sent by e-mail to Lindos Aqua Terra Hotel within the dates mentioned above. In case of any dispute about the date that the company received your cancellation, it is your responsibility to prove that the cancellation form was received by the company within the above mentioned dates. You cannot withdraw from the agreement after the service is provided.

### **Payment methods**

The payment methods may vary according to the type of booking. The usual methods of payment are:

Payment by debit or credit card

Payment in a bank account (upon special agreement with our hotel)

Payment no later than check-out.

### **Changes or Cancellation by Lindos Aqua Terra**

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative hotel location, higher or same class with Lindos Aqua Terra Hotel, within the same city, with the same or better services and amenities with the agreed.

Your booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If you have indicated a preference for a particular room through a "choose your own room" facility on the Website, we will use our reasonable efforts to honour this

preference. However, we may need to allocate an alternative room to you for operational or safety reasons. If we need to move you to a different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

#### **Check-in/ Check-out Requirements**

In the interests of security (legal obligation) and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference; their passport/identity and a valid credit or debit card which will be swiped in the presence of the card holder. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over or below the age of 18 (with parental consent where needed) and we reserve the right to refuse entry to persons who cannot provide the information set out above.

Unless otherwise stated on the booking confirmation, our guests may check-in at any time from 2.00 p.m. on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11:59 pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel.

On the day of departure we kindly ask all guests to vacate their rooms by 12.00 noon (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel.

#### **Policy on minors**

Minors under the age of 18 staying in the Hotel must be accompanied by their parents, guardians or other duly authorized adults. Hotel staff may require relevant documentation identifying adults as parents/teachers/guardians of authorized persons. Our clients should respect our data protection rules and should not submit photos or information about children or any third parties without their consent (or their parent's consent in the case of a child under 13 years of age). Children under 13 may not submit photos or other materials.

#### **ADR - ODR**

For any alternative dispute resolution, you may address to any Greek alternative dispute authorities such as General Secretariat of Consumers of the Ministry of Development and Competitiveness (Kannigos Sq., Athens, [www.efpolis.gr](http://www.efpolis.gr), tel.:1520, fax:2103843549), Ombudsman of the Consumer ([www.synigoroskatanaloti.gr](http://www.synigoroskatanaloti.gr), Alexandras Av. 144, 114 71, Athens, tel.:2106460734, fax:2106460414.), and the



Online Dispute Resolution platform of the European Commission:  
<https://ec.europa.eu/consumers/odr>.

### **Event Planning Services**

We may have an additional contractual relationship with you, if you want us to organize your wedding or any other event. You can either make a combined reservation (accommodation + wedding/event planning) or you can only book one of our 4 wedding packages. Should you require an event planning other than wedding please contact our Event Planning Department at [efi@weddings-lindos.com](mailto:efi@weddings-lindos.com)

The Event Planning starts fulfilling herewith listed contractual obligations after receiving the deposit to our account, and ends on the wedding/event day, as soon as the event is finished. Additional agreements or changes that affect the agreed services or prices need to be explicitly agreed by both parties and be documented in written form without delay.

The Wedding/Event Planning department of Lindos Aqua Terra Hotel gathers offers from appropriate vendors, according to the wishes of the Clients, within their wedding budget, for the defined fees. The selection of the vendors proposed by the Wedding/Event Planning Department is made by the Clients, unless otherwise agreed.

The Clients are obliged to provide the Wedding Planning Department the following documentation at the latest 10 days before the wedding day (where applicable) or other event (if necessary): guest lists, seating charts, name cards, wedding favors, welcome bags, schedules, e-mail addresses of relevant guests, flight and hotel details where necessary, etc.

The Wedding Planning Department is not liable for any delays or irregularities in document processing by the authorities, as well as any delays or the cancellation of the ceremony caused by the delayed delivery or lack of information and/or documents by the Clients.

The Wedding Planning Department is neither liable for inconveniences caused by acts of nature or responsible for the private belongings of the Clients, wedding guests or vendors, present at the wedding locations on the wedding day.

The Clients are entitled to withdraw from the present contract for any reason, at no cost, within 14 days after signing. The withdrawal takes effect only after written announcement to the Wedding Planning Department by e-mail or in paper form, including an indication of reasons. The 14-day deadline cannot be extended.

## Wedding/Event Cancellation Policy

The Wedding Planning Department is entitled to terminate the contract when payments are not made within due date or according to contractual terms, or for any material breach of this contract, against all summons. In this case, the Clients are bound to pay the agreed fees, plus the mentioned overdue notice fees, minus the expenses saved by the premature termination, within 5 working days.

The Clients are entitled to terminate the present contract at any time, by written notice to the Wedding Planning Department. The cancellation takes effect only after written announcement by e-mail or in paper form, including an indication of reasons. Should the Clients terminate the present contract prematurely, the following payments are due:

- 25% of the total service fee for cancellation at least 9 months before the wedding
- 50% of the total service fee for cancellation 2 to 9 months before the wedding
- 75% of the total service fee for cancellation 3 weeks to 2 months before the wedding
- 100% of the total service fee for cancellation up to 20 days before the wedding

These intervals will be adjusted depending on how long in advance the date has been secured by the Clients.

**Photographs and video footage:** The Clients will provide the Wedding Planning Department of our hotel with their wedding photos and videos as soon as they get them from the photographer and videographer, or agree that the photographer and videographer provide these materials directly to the Wedding Planning Department.

The Clients agree to the publishing of their photos and videos on Lindos Blu or Lindos Mare or Lindos Aqua Terra Hotels' and involved vendors' websites, social media channels and blogs, as well as on external blogs, in newspapers and magazines, for advertising purposes and cost-free.

## Damage

We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

## **Accessibility**

Dependent on your individual needs a selection of specifically designed rooms is provided at each of our hotels.

Please contact our Call Centre on +30 22440 31130 to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

## **Leisure**

This is a family Hotel.

Charges may apply for use of some facilities, i.e. restaurants, hairdressing, extra services etc. Please enquire at the Hotel for further details.

At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond our control. We will attempt to keep all Hotel guests informed of these circumstances however this may not always be possible. If any facility is a significant reason for your choice of Hotel, we would advise you to check directly with the Hotel in advance of arrival.

## **Parking**

Where a Hotel has its own car park, there may be limited spaces available and space may not be available for the duration of your stay. Terms and conditions may also apply to car park use. Please contact the Hotel directly for more information. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

## **Hotel Events**

Please be aware that at certain times throughout the year some of our hotels may host weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Hotel directly in advance of your stay for further information.

If you book a wedding planning service or any other event we may need some information from you. Additional terms will apply and you can receive more information here: [reservations@lindosaquaterra.gr](mailto:reservations@lindosaquaterra.gr) .

## **No Smoking**

Guests are not permitted to smoke in rooms or in public areas, except in specific smoking areas and in specific outdoor tables.

## **Pets**

No pets are allowed at Lindos Aqua Terra Hotel.

## **Personal Information**

All personal information stored and used by us is done so in accordance with our Privacy Notice and Cookie Policy, which are available on request or on <https://lindosaquaterra.gr/privacy-notice.pdf> and <https://lindosaquaterra.gr/cookie-policy.pdf>

## **Guest Behaviour**

Guests are requested to conduct themselves appropriately at all times and to comply with Lindos Aqua Terra Hotel procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or our members of staff.

According to art. 8 of Law 1652/1986, the Company may deny the services to the guests at any time of their stay in the Hotel, in case the guest is:

- a. Reasonably sick in a state that he might be danger to the health of the other guests,
- b. Is drunk
- c. Breaches the law (including Law 1652/1986)
- d. Or in any case breaches the good morals

We reserve the right to refuse accommodation or services or remove you and members of your party from the Hotel if, in our reasonable opinion, we consider these provisions to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

## **Force Majeure**

Lindos Aqua Terra Hotel accept no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, and other acts, such as acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

### **Links to other websites**

This Site contains links to other websites that may collect personally identifiable information about you. Lindos Aqua Terra Hotel provides such links solely as a convenience to you and for informational purposes only. When you click on one of these links, you are entering another website for which this Site has no responsibility. We encourage you to read the privacy policies of all such sites, as their policies may be materially different from Lindos Aqua Terra Hotel Privacy Notice.

The inclusion of these links in no way indicates Lindos Aqua Terra Hotel endorsement, support or approval of the content, advertising, products, services, policies or other materials on or available from such web sites.

### **Website Accuracy**

The Site may contain technical inaccuracies or typographical errors or omissions. Lindos Aqua Terra Hotel is not responsible for typographical, pricing, product information, advertising or other errors. Advertised prices and available quantities are subject to change without notice. Lindos Aqua Terra Hotel reserves the right to make changes, corrections and improvements to the Site, and to the products and programs described in such information, at any time without notice.

### **Mis-Communications / Lost Transactions**

Lindos Aqua Terra Hotel and any other providers of products or services related to this Site are not responsible for communication malfunctions, failures, or difficulties, or lost, stolen, or misdirected, transmissions, messages or entries, or the security of any such communications. Further, Lindos Aqua Terra Hotel and any other providers of products or services related to this Site are not responsible for incorrect or inaccurate entry information, whether caused by User(s) or by any of the equipment or programming associated with the Site, or by any technical or human error that may occur in the processing of any information related to the Site. Lindos Aqua Terra Hotel and any other providers of products or services related to this Site may cancel or modify reservations where it appears that a User has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

You agree that neither Lindos Aqua Terra Hotel nor any other providers of products or services related to this Site are responsible for any damages that may arise as a result of any travel or hotel arrangements or other orders you request or make on this Site which are not processed or accepted for any reason.

### **Personal Information, Credit Card Information**

To the fullest extent permitted by law, you agree that neither Lindos Aqua Terra Hotel nor any other providers of products or services related to this site are responsible or liable in any way for injury, loss or damage to your computer, or

interception or use of credit card information or other personally identifiable information, related to or resulting from use of the site or any sites linked or associated with this site.

We make no warranty or representation regarding confidentiality of any communication or information transmitted on this site or any web site linked to this site to the fullest extent permitted by law. To the fullest extent permitted by law, you agree that neither Lindos Aqua Terra Hotel, nor any other providers of products or services related to this site, are responsible for the confidentiality of any information, (including without limitation credit card information, personally identifiable information, email address, phone number, etc.), and neither Lindos Aqua Terra Hotel, nor any other providers of products or services related to this site, are responsible for any damages that may arise from disclosure of such information.

### **Use of Third Party Suppliers**

In order to offer the services related to this Site, and fulfill reservations or orders users place on this Site, Lindos Aqua Terra Hotel may use third party suppliers. You acknowledge and agree that, the carriers, hotels and other suppliers providing travel or other services for our Company may be independent contractors, and not agents or employees of Lindos Aqua Terra Hotel. Your credit card statements for products or services purchased on this Site may refer to such third-party suppliers or their respective fulfillment vendors, rather than to us or the Property at which you may have booked a reservation.

You also agree to pay all amounts, duties, taxes, and related charges arising out of your use of this Site and of the services provided herein when due, including additional taxes and fees that may not be included in the quoted fare. You agree to comply with all rules regarding the availability of fares, products or services, including penalty fees arising from the failure of the User to comply with said rules. You understand that any violation of any supplier's conditions of purchase may result: in cancellation of Your reservation(s) or purchase(s); in your being denied access to any flight(s), hotel(s), automobile(s), activities, or service; in your forfeiting any amount of money paid for such reservation(s) or purchase(s); you also agree to allow Lindos Aqua Terra Hotel and each of its Properties, and other suppliers of other travel services to charge the credit card on file for the payment of penalties arising from the your failure to comply with such rules. Such payment will be collected without additional notice. You agree that you are completely responsible for all charges, fees, duties, taxes, and assessments arising out of your use of this Site.

You agree that Lindos Aqua Terra Hotel is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such third party suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting from the use of such suppliers to the fullest extent permitted by law. To the fullest extent permitted by law, Lindos Aqua Terra Hotel has no liability and will not make refunds for any delay, cancellation, overbooking or other causes beyond our

company's direct control, and Lindos Aqua Terra Hotel has no responsibility for any additional expenses resulting therefrom.

### **Additional Terms**

Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this Site, and you herein agree to abide by such other terms and conditions.

### **Severability**

These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Modification**

Lindos Aqua Terra Hotel may at any time modify these Terms, and your continued use of this Site will be conditioned upon the terms and conditions in force at the time of your use. Accordingly, you agree to review these Terms periodically, and your continued access, use or posting on this Site shall be deemed your acceptance of the changed Terms.

### **Exclusion of warranty, disclaimer**

You agree that you use the site at your own risk. The site, and any related information, contents and materials are provided on an "as is" basis without warranties of any kind to the fullest extent permitted by law. Lindos Aqua Terra Hotel hereby disclaims to the fullest extent permitted by law, all warranties, either express or implied, including but not limited to: warranties of title or implied warranties of merchantability; fitness for a particular purpose; non-infringement; and those arising by law or from a course of dealing or usage of trade.

### **Limitation of liability**

Lindos Aqua Terra Hotel will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

In the event Lindos Aqua Terra Hotel is held liable for any damages related to this site, to the fullest extent permitted by law, your sole and exclusive remedy will be limited to reimbursement of the charges for services or products paid by you.

To the fullest extent permitted by law, you hereby waive any and all rights to bring any claim or action related to this site beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which such claim or action is based.

### **Indemnification**

You agree to indemnify and hold Lindos Aqua Terra Hotel and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. Lindos Aqua Terra Hotel's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

### **Applicable Law**

These General Terms & Conditions are governed by Greek law. Any claims arising out or are connected to these terms and conditions (including non-contractual-disputes) will be governed by and interpreted by the Greek law.

Any disputes or claims arising under or with connection with this terms it is expressly agreed that shall be subject to the exclusive jurisdiction of the Greek courts.

### **Entire Agreement**

These Terms, together with those incorporated herein or referred to herein (including, without limitation, the Lindos Aqua Terra Hotel's Privacy Notice) constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

*Revised: 12 April 2021*