

## WEBSITE INFORMATION

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The following Terms and Conditions form the basis of your relationship with Amphitriion. This is the agreement between you (hereinafter referred to as 'The User' or 'The Client' or "You") and us ('Amphitriion' or 'The Travel Agent').

Please read them carefully as they set out both ours and yours respective rights and obligations. By using, booking and purchasing from this website, you expressly consent and agree to be bound by these Terms and Conditions and all applicable laws and regulations that govern this website and your booking.

If you do not agree to be bound by these Terms, please do not proceed with your booking.

If there is any part of these term that you do not fully understand or if you have a query, please contact our offices.

## GENERAL TERMS AND CONDITIONS

**APPLICATION:** All quotation or estimates provided by or bookings made with and all services rendered by this web site are subject to these Terms and Conditions

**PERSONAL DATA:** By using this website, you are deemed to have provided your permission –pursuant to Law No 2472/1997- for the recording, use and further forwarding in Greece and abroad of all your personal data.

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**THIRD PARTY SERVICE PROVIDERS - NO REPRESENTATION & NO WARRANTY:** Please be guided that Amphitriion acts as an agent for third party suppliers, such as airlines, hotels, cruise lines, car rental companies etc. (collectively referred to as “The Principal”) and that, accordingly, Amphitriion accepts no liability for any loss, damage, injury or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil its obligations, whether in relation to travel arrangements, accommodation or otherwise.

Consequently, when you purchase a Travel Product or Service, please remember that, in addition to these terms, you will be subject to additional terms and conditions relating to the product - service, which shall be terms and conditions generated by the Principal over which Amphitriion has no control. Please be guided that it’s your sole (the Client’s) responsibility to familiarise yourself with such terms and conditions (‘the Principal’s Conditions’). Amphitriion, if you request so in written, shall provide you the identity, terms and conditions of all the Principals relevant to the service of your booking.

Furthermore, please be guided that the majority of the information displayed on this site is supplied to Amphitriion by the Principals. Amphitriion has compiled this website in good faith by Amphitriion and shall do its utmost to ensure that the information displayed is current and up to date. However, Amphitriion makes no representation and gives no warranty (either expressly or implied) as to the completeness or accuracy of the information it contains.

**MODIFICATION OF TERMS AND CONDITIONS:** Amphitriion may make improvements or changes to the information, elements, data, services, and other materials on this website, or terminate this website, at any time at its sole discretion without notice .

Amphitriion may also modify the Terms at any time at its sole discretion, and such modification shall be effective immediately upon posting of the modified Terms on this website. Accordingly, your continued use of or access to this website will be deemed to indicate your acceptance of the modified Terms.

Amphitriion may suspend access to website, due to maintenance works, net security reasons or “force majeure” causes, with no obligation to reimburse or compensate to you for the period that access was suspended.

**USE – AUTHORITY – RESPONSIBILITY:** The site may only be used for personal and non-commercial use. Any other use of this site needs the prior written permission from Amphitriton.

User represents and warrants that he or she is at least 18 years of age and possesses the legal right and ability to enter to this Agreement and to use this web site in accordance with all terms and conditions herein.

User agrees to be financially responsible for all use of this web site, as well as for use of user's account by others, including, without limitation, minor living with user. User agrees not to assign, transfer or sublicense user's right pursuant to this Agreement.

The on line reservation and e-booking feature of this web site is provided solely to permit user to determine the availability of travel related goods and services, to make legitimate reservations. Without limitation, user shall not make any speculative, false or fraudulent reservation. User agrees that the travel services reservations facilities of this web site shall be used only to make legitimate reservations or purchases for user or other person for whom user is legally authorised to act.

User agrees to abide by the terms or conditions of purchase imposed by any supplier with whom user elects to deal including but not limited to, payment of all amounts when due and compliance with all rules regarding availability of fares, products or services.

User shall be completely responsible for all changes, fees, duties, taxes and assessments arising out of the use of this website.

If this site is misused in anyway you will be liable for any damage suffered and any legal action taken.

**E - BOOKING:** Unless otherwise specified, the process to be followed in order to complete an e-booking is as follows:

Simply search for your chosen travel service or product (destination, accommodation, airline transportation, cruise line, trip, etc.), select the dates that interest you and proceed to the final booking page. All details of your selection shall be featured among with a quotation of the selected product or service. Please ensure you carefully check the dates, the price, the destination and the provider details before proceeding with your booking.

Please note that all Travel Products/Services are subject to availability on receipt of request from you.

If you agree with your selection, please continue to add your personal and payment details. Again please ensure you check all your details carefully before proceeding with your booking including the reservation rules and restrictions.

To confirm a booking, you must be authorised to make the booking by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, you are confirming that all persons named on the booking accept the Terms and that you will inform the other persons named on the booking of the confirmation details and any other appropriate information. By making the booking you also become responsible for making all payments due to us.

Full payment in advance (by credit or debit card) is required for Amphitriton to proceed to the requested booking and to confirm your booking with its providers.

Once Amphitriton has received your booking and full payment, Amphitriton shall confirm your booking by issuing a confirmation e-mail (voucher) containing a booking voucher with your booking reference number, that you should retain and print so it can be presented where necessary. Please check the e-booking voucher carefully as soon as you receive it and contact Amphitriton's offices immediately if any information on it appears to be incorrect or incomplete.

Please note that in case you have been requested to return a Credit Card Data Authorisation, Amphitriton shall not proceed to a final booking until receipt of the Authorisation requested, but may, at its sole discretion, proceed to a reservation. Please be guided that reservation is not equivalent to booking, reservation made by Amphitriton gives you no right and that Amphitriton may cancel this reservation at its sole discretion, at any time, without no obligation to reimbursement or compensation for any reason.

Furthermore, please note that the booking reference number provided to you by Amphitriton is for your sole and personal use and cannot be transferred or disclosed to third parties. You shall be directly responsible for the use of your own booking reference number.

No contract exists with Amphitriton until Amphitriton a. issues a booking reference number, b. issues a booking confirmation by e-mail, fax or post and c. receives payment in full.

The overall quality of a lodging is symbolized with star ratings, which are assigned by Amphitriton for informational purposes only.

**PRICES – METHODS OF PAYMENT:** Prices are quoted at euro currency, unless otherwise specified. Until Amphitriton has received full payment of the Price, Amphitriton shall not proceed to any final booking. Please note that the price quoted is not guaranteed until full payment is received by Amphitriton.

At the time of your booking, the full quoted amount will be deducted from your credit or debit card. Our payment system currently accepts the following payment methods: *Visa, Visa Electron, Mastercard*. Please note: Other credit cards will not be accepted

Please note that we will require you to indicate, on the booking form, when selecting to pay by credit card or debit card that you accept that the information, which you have provided, is correct. This indication will serve as a signature. Please ensure that the names used on the booking form mirrors that in your passport / ID document. Payment through our Virtual Card Services system, are the only recognised forms of payment for credit cards or debit cards.

In some instances a Credit Card Data Authorisation signed by you may be required. In these cases, Amphitriton shall send you the Credit Card Data Authorisation by email or by fax and you shall be obliged to return it signed to Amphitriton. Please be guided that where this is requested, the booking shall not be considered confirmed until Amphitriton has received the Authorisation.

If you have any issues with our payment process, please contact our customer services

**BOOKINGS CANCELLATION – MODIFICATION:** Please note that if you cancel your booking, you may be charged by a cancellation charge. Cancellation charges will vary according to the service – product booked, the provider, the provider's terms and conditions of cancellation and modification, the time of the cancellation and may arise up to 100 % of the amount of the booking.

Amphitriton will refund to you the amount paid under the contract minus any cancellation charges incurred by its provider (airline, hotel, cruise line, car rental company etc.). If the cancellation charge is equal to 100 % of the price of booking, you shall not receive any refund.

You should cancel your booking through this website and the website will advise you of cancellation charges.

If for exceptional reasons the cancellation cannot be made via the website (*b2b.amphitriionholidays.com*), you must forward a written and signed letter of cancellation to Amphitriion either by fax either by e-mail, detailing your identity data, the booking you want to cancel and your booking reference number. Amphitriion shall send acknowledgement of receipt and inform of all the charges, if any, which may be applicable. You shall be responsible for obtaining the confirmation and/or acknowledgement of receipt of the cancellation of the booking by Amphitriion. Requests for refunds must be received in writing within 30 days of the completion of your trip, along with all relevant information and booking reference nr.

Please note that in some instances, Amphitriion may also be forced to cancel your booking, by sending you a written cancellation note. In that case, Amphitriion's only responsibility is to refund you the price of the booking paid and received. Amphitriion shall not be liable for any other damage, direct or indirect, that you may suffer from the cancellation. If there is a change to or cancellation of your booking by the provider of the product –service booked, Amphitriion will pass on the new details to you together with any compensation that the accommodation provider may offer. As agent only for the provider, Amphitriion cannot accept any liability for any changes or cancellations made to your booking

Bookings made via this site may be cancelled by either party (you or Amphitriion) with no penalty whatsoever in the event of “force majeure”, such as, without restriction, war, revolution, acts of terrorism, closure of borders, epidemics, catastrophes which may affect the various destinations.

Modifications involving a partial cancellation, amendment or any sort of reduction in booking within the timescale that cancellation fees apply, may also be subject to cancellation charges, accordingly to the above.

If you have any questions or are unclear about the cancellation charges that apply to your booking, please contact Amphitriion's offices.

**CLIENT RESPONSIBILITIES: Travel Documents & Health** - It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements before travelling. Amphitriion will endeavour to assist you but such assistance will be at Amphitriion's discretion and you acknowledge that in doing so, Amphitriion is not assuming any

obligation or liability and that you keep harmless and indemnify Amphitriion against any consequences of non-compliance.

**DISCLAIMER CLAUSE:** Amphitriion shall not be liable for any failure or delay in performance of its obligations which results directly or indirectly from any cause or circumstance which is beyond its reasonable control. IN NO EVENT SHALL AMPHITRION OR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS) WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISE OUT OF OR IS IN ANY WAY CONNECTED WITH (1) ANY USE OF THIS SITE OR CONTENT FOUND HEREIN, (2) ANY FAILURE OR DELAY INCLUDING, BUT NOT LIMITED TO, THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR RESERVATIONS OR TICKETING, OR (3) THE PERFORMANCE OR NON PERFORMANCE BY AMPHITRION OR ANY THIRD PARTY PROVIDER OR DISTRIBUTOR. AMPHITRION DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES. AMPHITRION SHALL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS, ACCIDENT, EXPENSE, DELAY OR IRREGULARITY DUE TO ACTS OF OR DEFAULT BY ANY HOTEL, CARRIER OR OTHER COMPANY OR PERSON PROVIDING OR RENDERING SERVICES INCLUDED IN THE BOOKING.

**LIMITATION OF LIABILITY :** With respect to the above disclaim clause, **Amphitriion, its officers, directors, servants or agents will under no circumstances be liable for** any claim for any loss, damage or injury suffered by any person whether to their person or property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of Amphitriion whatsoever, unless such claim is due to the gross negligence of Amphitriion and such claim is lodged in writing with Amphitriion within 30 (thirty) days after the end of the booking. Such liability will be subject to a limitation of EUROS 1.000 per Client per Booking and under no circumstances will Amphitriion be liable for any further damage or loss (direct, indirect or consequential).

**LEGAL FEES** - The Client will be liable for all legal fees on an attorney and own client scale in the event that Amphitriton has to engage a lawyer to enforce or defend any of its rights or otherwise.

**VIRUSES LIABILITY:** Amphitriton makes no warranty that this web site is free from infection by viruses or anything else that has contaminating or destructive properties and accordingly it assumes no responsibility for, and shall not be liable for damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in this site or your downloading of any materials, data, text, images, video or audio from the site.

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You are not allowed to assign any obligation or right of these Terms, or any other agreement which completes them to any third party, unless prior written authorisation by Amphitriton.

**ENTIRE CONTRACT** - These Terms and Conditions constitute the entire terms of the relationship between you and us (Amphitriton). With respect to the above mentioned Principal's Terms and Conditions, there exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating our relationship and you acknowledge that you are not relied on any matter or thing stated on behalf of the Travel Agent or otherwise that is not included herein.

**INVALID PROVISIONS - SURVIVAL:** These Terms and Conditions contain some exclusions and limitations of liability. If any part of the conditions

proves to be not valid or unenforceable, the rest of the conditions will remain valid. The invalid or unenforceable condition will be deemed as supplanted by an enforceable and valid form conveying the same meaning.

**GOVERNING LAW & JURISDICTION:** The application and interpretation of these Terms and Conditions shall be governed by current and applicable Greek Law. In the event of any discrepancy which may arise from interpretation or the execution of these terms and conditions, the parties, with express waiver of any other court of jurisdiction which might apply, if any, shall abide by the Jurisdiction and Competence of the Courts of Athens, Greece.

**AMPHITRION' S CONTACTS:** Amphitrion Holidays S.A., 7, Megalou Alexandrou & Karaiskaki St., Athens, GREECE, tel. +30 210 9006000, 211 10 90000, fax: +30 210 9249671, e-mail : [reservations@amphitrion.gr](mailto:reservations@amphitrion.gr)  
Office hours: Weekdays 09:00 – 17:00 pm. Athens local time.