BOOKING CONDITIONS (last updated 23rd January 2019)

1. **Meanings**

**The Hirer** : the person who completes the booking form and has authority to sign (as per clause 4); **The Guests**: Any person occupying the Property subject to these Booking Conditions; **Owner**: Delphini Studios; **Contract**: Delphini Studios Booking Confirmation hard or soft copy format, or such other similar document which incorporates these conditions and made between the Hirer and Delphini Studios; **Rental Period**: As defined by Section 6; **The Property**: Delphini Studios in Kefalos (3); **Website**: [www.delphinistudios.com](http://www.delphinistudios.com); **Facebook**: @delphinistudios; **Event Outside Control**: any act or event beyond Delphini Studios’ reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunication networks or utilities

1. **Priority**

If there is any ambiguity or inconsistency in or between these Booking Conditions and the information on the Website or Facebook, these Booking Conditions will prevail

1. **Validity**

If a court finds that a condition (or part of a condition) in these Booking Conditions is invalid, unenforceable or illegal, the other conditions shall remain in force

1. **Authority to Sign**

The person (Hirer) who completes the Booking certifies that :

He or she is authorised to accept these Conditions on behalf of the Guests, including those substituted or added on a later date; He or she is over 18 years of age; and he or she agrees to take responsibility for the Guests occupying the Property, and to notify the Owner if they are not a Guest

1. **Payment**

Deposit

If a booking is made eight weeks or more before the first day of the Rental Period, a booking deposit of 20% is payable. The booking deposit shall be paid by the Hirer at the time of submitting the Booking Form

If a booking is made less than eight weeks before the first day of the Rental Period, the full rental fee must be paid at the time of submitting the booking Hirer

Bookings will not be confirmed until receipt of the booking deposit/full rental cost and completed Booking Form (whichever required according to the period before the first day of the Rental Period); If two or more studios are booked these constitute separate Contracts

The Hirer’s submission of a booking is an offer to book the Property. If the Property is available on the requested dates, the Owner will send the Hirer a booking confirmation (subject to payment required). At this point a binding Contract, incorporating these Booking Conditions, will come into existence. The Owner reserves the right to refuse a booking, and if the Owner refuses a booking, any payments received from the Hirer will be refunded immediately

Final Payment

Final payment is due eight weeks before the first day of the Rental Period or upon booking if the booking is made less than eight weeks before the first day of the Rental Period

Unless otherwise agreed by Delphini Studios in writing, the Rental Fee shall be set out on the Website and Facebook at the time of submitting the booking

Subject to clause 8 as soon as the booking confirmation is sent, the Hirer is responsible for payment of the balance of the Rental Fee and optional extras to be paid for in advance

If the balance of Rental Fees is not paid by the Hirer by the due date, then the Hirer will be deemed to have cancelled their booking and Delphini Studios shall retain the booking deposit

Method of Payment

All payment made to Delphini Studios may be made by credit card, debit card, Paypal or electronic bank transfer. Cheques are not acceptable

All prices shown are in Euros. Prices shown in other currencies are approximate based on the Interbank Exchange Rate on the day. Any price paid in another currency may vary slightly as Delphini Studios do not have any control over the live conversion rates or the fees of your financial institution or chosen payment method

1. **Duration & Rental Period**

Rentals are limited to the Rental Period confirmed on the booking confirmation and end at the check-out time on the last day of the Rental Period unless otherwise agreed in writing by Delphini Studios

The Rental Period cannot be exceeded without Delphini Studios’ approval. The Hirer will be liable for any cost whatever nature incurred because of an unauthorised extension

1. **Changing a Booking**

Once a Booking Confirmation has been sent any change in Guests must be notified in writing to Delphini Studios. The Rental Period may only be changed subject to written approval by the Owners

1. **Cancellation**

A booking can only be cancelled prior to the first day of the Rental Period

A Hirer wishing to cancel the booking must notify the Owners in writing, titled “Cancellation Notice”

In the event of a Cancellation Notice being received by Delphini Studios, a cancellation charge is payable depending on the number of days before the first day of the Rental Period. The amount payable is set out below:

|  |  |
| --- | --- |
| **Number of days before the first day of the Rental Period** | **Cancellation Charge (as % of the Rental Fee)** |
| 0-13 days | 100% |
| 14-55 days | 50% |
| 56 days or more | Deposit |

Delphini Studios strongly recommend that Hirers and Guests take out cancellation insurance in relation to their booking

1. **Hirer / Guest Obligations**

The Hirer agrees:

to pay the cost of all optional extras and mini-bar items incurred during the Rental Period and not included in the Rental Fee;

to report to the Owner any damages, destruction, loss, defect or disrepair affecting the Property or items listed on the Inventory (as displayed) as soon as it comes to the attention of the Hirer or Guests;

to pay for any losses or damages to the Property caused by a guest in their party (excluding any damage caused by fair wear and tear and the cost of any damage which may be recoverable under insurance policies). All damage or breakdowns must be reported immediately so issues can be put right before the arrival of the next Guests;

to take good care of the Property and leave it in a clean and tidy condition at the end of the Rental Period. If the Owner is dissatisfied with the condition of the Property upon the Guest’s departure, they reserve the right to refuse to take a booking from the Guests in the future;

to permit the Owner (and appointed staff) reasonable access to the Property without notice

not to part with possession of the Property, or share it, except with Guests identified on the Booking Confirmation;

not to sell or transfer the booking to another party without Delphini Studios prior written consent;

not to exceed the total number of occupants stipulated on the Booking Confirmation, unless agreed by the Owners. The Hirer further agrees that a cot may only be occupied by a child aged 24 months or less at the start of the Rental Period

1. **Insurance**

It is considered essential for the Hirer and Guests to hold suitable holiday and travel insurance

Delphini Studios do not accept liability for accidents or damage caused by misuse of the Property and equipment included in the Rental Contract resulting in non-compliance with Hirer / Guest Obligations (clause 9) of these Booking Conditions.
Delphini Studios holds Public Liability insurance for the Property.

1. **Price Changes**

Delphini Studios reserves the right to amend prices on the Website and Facebook due to errors or omissions, but such changes shall be notified to the Hirer as soon as possible and the Hirer shall be able to end the Contract if the amended price is significantly higher than the original price quoted

1. **Non-availability of Property**

The Owner will not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations in these Booking Conditions that is caused by an Event Outside Control. If an Event Outside Control takes place that affects the availability of the Property during the Rental Period, the Hirer will be contacted as soon as reasonably possible and the Owner’s obligations under these Booking Conditions will be suspended and the time for performance will be extended for the duration of the Event Outside Control. Where the Event Outside Control results in the Property becoming unavailable during the Rental Period, the Hirer may end the Contract and all payments will be refunded

1. **Property Description**

Some of the information on the Website and Facebook relate to services and shops in the surrounding area. Closure of such premises and other changes to external facilities are outside Delphini Studios’ control. If Delphini Studios are aware of any material changes at the time of booking, then we shall endeavour to inform the Hirer

1. **Links to Other Websites**

Delphini Studios have no control over the content of websites we link to. The Hirer and Guests agree to use these websites at your own risk. These third-party sites have separate and independent privacy policies, we therefore have no responsibility or liability for the content and activities of these linked sites

1. **Privacy & Personal Data**

The Owner will use the personal information you provide:

to verify the identity of the Hirer and Guests who will occupy the Property

to contact the Hirer and Guests by post, email, telephone and Facebook with information about the Property

The Owner implements a variety of security measures to maintain the safety of your personal information when you make an enquiry or booking

We use up to date Firewalls and antivirus software to ensure your information is safe. Credit card / bank account / payment information is not stored on our computers

Delphini Studios / Owner do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our Website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. Delphini Studios may also release your information when they believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others’ rights, property, or safety

1. **Complaints**

All complaints must be notified to Delphini Studios as soon as reasonably practicable, as Delphini Studios may need to carry out on-the-spot investigation of the Property

1. **Liability**

Nothing in these Booking Conditions excludes or limits the liability of Delphini Studios or the Owner for:

Death or personal injury caused by Delphini Studios or the Owner’s negligence

Any matter which it would be illegal for Delphini Studios or the Owner to exclude or attempt to exclude their liability

If the Owner fails to comply with these Booking Conditions, the Owner is responsible for losses which are a foreseeable result of their breach of these Booking Conditions or their negligence, but the Owner is not responsible for any loss or damage that is not foreseeable

The Owner is not liable for business losses. The Owner only lets the Property for domestic and private use. If the Hirer or a Guest uses the Property for any commercial or business purpose the Owner will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity

1. **Breach of Contract**

If there is a substantial breach of any of these Booking Conditions by the Hirer or any of their Guests, the Owner reserves the right to re-enter the Property and terminate (i.e. bring to an end) the Contract that exists in relation to the Property and may request the Hirer and Guests to leave the Property

If there is a substantial breach of any of these conditions by Delphini Studios or the Owner, then the Hirer has the right to terminate the Contract that exists in relation to the Property and may leave the Property

Ending the Contract by either Delphini Studios, the Owner or the Hirer does not affect that party’s other rights and remedies

1. **Governing Law**

The Contract between the Owner and the Hirer is made on the terms of these Booking Conditions, which are governed by Greek law, and both parties shall submit to the jurisdiction of the Greek courts