Please Note: Real Lesvos is the trading name of Solves Travel Ltd, and acts solely as an agent on behalf of owners and other service providers. Your contract for delivery of the service on Lesvos is with the service provider ("Principal").

Private Hire

Name of Service - Private Hire

# **Details of Service Provider for Private Hire ("Principal"):**

"Mithymna Tours", Stavros Tsompanis, an individual with AFM 041583440 and address at Molyvos, Lesvos, Greece, 81108, hereafter referred to as "the Principal".

Name: Stavros Tsompanis

Email: mithimnatours@gmail.com Telephone: +30 694 600 5114

Postal Address: Molyvos, Greece, 81108

# Main (Principal) Terms & Conditions

# **Cancellation**

If a customer requests to cancel a booking, cancellation charges depend upon the reason for cancellation:

- 1. Due to changes in governmental advice for travel to Lesvos: full refund to customer.
- 2. Any other reason:
  - a. More than 1 week before Private Vehicle Hire commences, 10% of total booking price.
  - b. Less than 1 week before Private Vehicle Hire commences, 100% of total booking price.

The Principal may request the Agent to waive cancellation charges for the customer in extenuating circumstances.

# **Payment**

Customer Deposit Due Immediately upon Booking: 10%, or as otherwise advised by the Agent. Customer Balance due 1 week before departure, or as otherwise advised by the Agent.

# **Other Principal Terms & Conditions**

# PRIVATE VEHICLE HIRE TERMS Terms and Conditions

By booking through our Agent, Real Lesvos, the customer automatically accepts the terms of the contract. The following terms and conditions apply to all bookings made through our Agent's website, in person or over the telephone.

### 1.DEFINITIONS

The following definitions apply and are used in our terms and conditions:

"Agent" means Real Lesvos, the trading name of Solves Travel Ltd or Solves Travel M.IKE

"Company", "we", "us", "our" means "Mithymna Tours" Stavros Tsompanis, with AFM 041583440.

"Customer": The customer designates the person who pays the Reservation via our Agent Real Lesvos.

"Passengers": Passengers means all passengers, whether mentioned by name or not, who are part of the Booking.

"Main Passenger": The primary passenger is the person who is first mentioned in the Booking.

"You" and "your", "yours" are synonymous with you as a customer. This also includes all other passengers specified at the time of booking.

"The transport company" is the professional company that provides the Private Vehicle Hire for the customer.

"Booking": booking means the reservation made via our Agent for the Private Vehicle Hire.

"Transportation Service" or "Private Vehicle Hire Service" means any service provided in connection with the carriage of passengers and provided by us, including services provided by us that relate to the transportation in question.

"Agreement" means any Booking made and all terms and conditions that apply to this Booking.

"Conditions": the general terms and conditions stated here

# 2.ABOUT US

We are responsible for Private Vehicle Hires and Private Vehicle Hire services for both groups and individuals.

Our Private Vehicle Hire services are in compliance with national laws and regulations and to do this, we also have all necessary permits and licenses. In order to make Private Vehicle Hires properly, we only use professional Private Vehicle Hire companies that offer these services to individuals or we act as a company that has the ability to provide these Private Vehicle Hire services.

"Mithymna Tours" Stavros Tsompanis offers transport services for individuals and groups via our Agent.

## 3.ONLINE BOOKING THROUGH OUR AGENT REAL LESVOS

The person completing the booking process must be at least 18 years old. This person is also responsible for entering the correct data and executing the full payment. Minors are also not allowed to use our transportation services without the supervision of an adult.

The Agent confirmation emails (or other relevant voucher, receipt or email as communicated by our Agent) must be available at Pick-Up so that they can be shown to the driver if requested. If the Principal Passenger is unable to present the Agent confirmation emails at the time of the Private Vehicle Hire Service, the driver may refuse the Transportation Service.

If the purchased services can not be provided by the transport company, the customer will be informed and a full refund sent via our Agent. After refund, we no longer have any liability or liability to the customer.

#### 4.PAYMENT FOR THE TRANSPORT SERVICE

Payment of both deposit and customer balances may be through our Agent's website or at the location of the Transportation Service. You will be advised of your payment terms by the Agent at the time of booking.

#### 5.MODIFICATIONS AND CORRECTIONS

The Agent confirmation email will contain the details of the booking.

Any modifications must be requested before the actual Private Vehicle Hire and are only valid if our Agent has confirmed to you the change has been accepted and a revised confirmation email sent. If a modification is accompanied by additional costs our Agent will advise the Customer of these costs, and these costs are entirely the responsibility of the customer.

The Customer is requested to inform our Agent of any errors in the booking confirmation email or other documentation, not less than 24 hours before the corresponding Transportation Service. If you informed us less than 24 hours prior to the associated Private Vehicle Hire service, we may terminate the contract without charge and without refund.

#### **6.CUSTOMER CANCELLATIONS**

Cancellation by the customer - terms and any charges will be communicated at the time of booking by our Agent.

#### 7.AMENDMENTS AND CANCELLATIONS BY THE TRANSPORT COMPANY

In exceptional circumstances, we may have to make changes to the Transportation Service or cancel the Transportation Service. In this case, the transport company always informs the customer as soon as possible.

We always try to meet the requirements and wishes of our customers, but in exceptional cases, it may be necessary to use a different car or a different number of cars.

In very exceptional cases, the reservation will be cancelled. In case of cancellation of a reservation, the total amount will be refunded to the customer. After reimbursement of the amount, the Transportation Company will no longer assume any liability. As a transport company, we will do our best to help you by offering, for example, alternatives for booking, communicated through our Agent.

### **8.USE OF CHILD SEATS**

When booking a private Private Vehicle Hire, we always ask the customer to use a booster seat or a child seat for children under 12 years or under 135 cm.

You can opt for child seats or baby seats for most bookings. It is the sole responsibility of the main passenger to check whether the child seats used meet the requirements and whether the child seats are correctly used and installed. We are not responsible for the use, inspection or installation of the child seat in question.

The use of a personal booster seat or a personal baby seat is possible but must be communicated to the Transportation Company. In this way, as a transportation company, we can ensure that the vehicle used can accommodate the booster seat or seat. If you wish to bring your own booster seat or child seat, you must inform us in advance.

As a Transportation Company, we endeavour to provide the child seats requested during the Booking. In exceptional cases, it may happen that the child seat can not be supplied. If a supplement has been charged for the child seat at the time of booking, this allowance will be reimbursed.

## 9.RATES FOR CHILDREN

Children and babies should be considered regular passengers when booking. This is why they must be registered as full passengers when booking and the applicable rate will also be charged.

## 10.TRANSPORTING PASSENGERS WITH PHYSICAL RESTRICTION OR PASSENGERS WITH WHEELCHAIR

Passengers with a physical restriction, disability or passengers with a wheelchair who use our Transportation Service must inform our transportation company in advance. We are not specialized in the transportation of these customers but will make every effort to transport them appropriately. It is important that these customers can enter and leave the vehicle independently or with the help of other passengers. When transporting wheelchairs, we can only carry folding wheelchairs.

#### 11. ADDITIONAL STOPS

Additional stops should be communicated at the time of booking to our Agent. The duration of a stop must not exceed 5 minutes or be more than 1km from the original route without stops. Extra charges may apply locally where stops are not communicated at the time of booking or exceed these limits and ultimately it is the driver's decision whether to accept stops in those cases.

## 12. OUR RESPONSIBILITY

In the event of non-compliance with these Terms and Conditions, we shall not be solely liable as a Transportation Company for any loss or damage that may be related to our negligence of these Terms, on the basis of evidence.

Losses or damages for which we are responsible can not exceed the amount you paid for the Private Vehicle Hire.

We are in no way responsible for so-called consequential damages or losses that have occurred unexpectedly. We are also not responsible for any disruption that can not be directly related to our services, for example but not limited to, accidents, administrative requirements, force majeure and legal restrictions.

For any incident occurring during the delivery of our transportation service, we can not be held responsible if any negligence on our part can not be established. Incidents include, but are not limited to, illness, death or any physical injury.

There is liability on our part if the incident occurs due to negligence on our part of the fact that, for example, the Transport Service has not been delivered as agreed and specified in the reservation and the Contract that you have concluded with us.

If this is the case, however, it is the responsibility of the Customer to evidence that we have failed in our services and that because of this negligence we have caused or facilitated the incident such as death or bodily injury. Only then can a claim against us as a transport company be brought.

We are responsible for the actions of our employees and Transportation Companies who work for us if they were working for our Transportation Service when they did or if they were performing work on behalf of our Transportation Company.

In the event of death or personal injury due to our negligence, nothing in these Terms and Conditions shall limit or exclude our liability. This also applies to all other rights that you, as a Customer, legally own in accordance with applicable law.

There can be no question of liability if the Customer has entered into a new or other service with the Transportation Company.

We try to ensure the accuracy of all information. However, we can not be held responsible for 100% accuracy and reliability of the information communicated through our Agent. Unforeseen circumstances such as pandemics, for example, can influence this accuracy. In these cases, we will do our utmost to correct the content as soon as possible where necessary.

Unforeseen circumstances that result in changes in the price of our services allow us to terminate a contract with a Customer without having to reimburse the Customer for this.

# **13. FORCE MAJEURE**

In the event of force majeure, we are not responsible for the payment of compensation for services that we provide as a Transportation Company and that can not or not fully be provided due to such force majeure. Cases of force majeure or other that do not fall within our judicial power include, but are not limited to, illness, war or danger of war, civil war and riot, attacks, sabotage, power outages,

floods, earthquakes, fires, occupations, strikes, exclusion of workers, modification of government measures, transportation problems, and other disruptions in our business.

#### 14. CONTACT

Guests wishing to modify the booking details must contact our Agent by e-mail or telephone.

If, for any reason, you are not present or not on time at the agreed time at the agreed pickup location as shown on your booking, our Agent will attempt to contact you via the mobile phone that you provided when booking.

If our Agent is unable to reach you via the mobile phone number you specified when booking because the number is incorrect, no network is available or voicemail has been configured, all our obligations to you as a customer expire and therefore there is no possible refund of amounts already paid.

### **15. TRANSPORT SERVICES**

The Transportation Services category includes various forms of transportation that we can carry out in cooperation with Transportation Companies.

Transportation Services within our offer are shared Private Vehicle Hires, shuttle services, day trips and Private Vehicle Hires.

We do not guarantee the route to or from the chosen destination.

We always try to be punctual, but we can not guarantee to be there at the right time.

In some cases, the Customer can not immediately locate the driver of the Transportation Company. In this case, it is the responsibility of the customer to contact our Agent via the number indicated on the Agent's email confirmation. If, in this case, no contact is made with our Agent, our obligations to you expire and there will also be no refund of the amount already paid for the transportation service. In the event that the driver of the Transportation Company can not find you, our Agent will try to contact the Customer on the number that was indicated online during the registration. As a Customer, it is your responsibility to be available on this mobile number. This availability already applies before the actual Pick-Up, for example when waiting for luggage or during customs control. If we can not reach you on this mobile number, we can not guarantee your transport and our obligations towards you expire without refund of the amount already paid.

If you are not picked up at the agreed location, we must receive your call within ten minutes of your scheduled pickup time.

If your flight is delayed, cancelled or if the flight is diverted to another airport, the Transport Company will do its best to schedule your Private Vehicle Hire at the new time. However, the availability of transport is not guaranteed in these cases.

If our Private Vehicle Hire services are not used, no refund can be made here without prior approval from us.

You are responsible for being present at the agreed time and it is also your responsibility to be present on time at check-in at the airport, for example for airports minimum 2 to 3 hours before departure time.

We always try to get our customers as close as possible to the agreed final destination. If unforeseen circumstances such as deviations, road works, accidents, etc. make this impossible, the Transportation Company will, with your approval and at your request, take an alternative route to reach the final destination. Any additional costs for this will be charged to the Customer.

The liability insurance coverage of the Transport Company or third parties to which the Transport Company applies covers all requested Private Vehicle Hire services.

# **16. BAGGAGE**

It is the customer's responsibility to itemise at the time of booking the baggage they will require transported with the stated passengers. It is essential that all baggage, with the exception of small baggage that can be placed between the passenger's legs, be mentioned when booking. If certain

baggage has not been indicated at the time of booking and because of this, the Transport Company is obliged to use additional vehicles, charges may apply and be payable locally.

By entering into a Contract with our Transportation Company and accepting these Terms and Conditions, you agree not to carry any items, in your baggage or on your body, that contravene the rules and laws of the countries in which your Private Vehicle Hire takes place. Such objects include, but are not limited to, for example, firearms or objects that may damage others and injure them. In addition to these harmful objects, we do not allow the transport of objects of exceptional size or weight or fragile objects.

Animals, with the exception of guide dogs, are not allowed in our vehicles.

Your luggage or goods are entirely your responsibility. In case of damage or loss of your property during transport, we disclaim any liability in this regard. We recommend that you take out insurance in advance so that the loss or damage is covered by these insurances.

#### 17. CUSTOMER RESPONSIBILITY

Anyone who enters into a Contract with us declares that they have reached the age of 18 and have the mental capacity to read and understand these terms and conditions and to accept all forms of liability related to this Agreement for the purposes of this Agreement. In this way, you declare that you are aware of and agree with all the conditions and data mentioned and described in this contract. We also reserve the right to and, by accepting this Agreement, you give your permission to, charge the cost of cleaning or repairing any damage to the Vehicle caused by the actions of the Customer or passengers.

We reserve the right to refuse any customer.

We retain the right to deny access to our vehicles if the driver of the vehicle determines that the person in question is under the influence of drugs or alcohol or may become a danger to the driver or other passengers.

The consumption of alcoholic beverages and / or the use of drugs and narcotics is prohibited in all our vehicles. Smoking and eating are also prohibited in our vehicles.

### **18. TREATMENT OF COMPLAINTS**

Occasionally our services do not meet your expectations. In this case, contact our Agent as soon as possible so that the complaint can be handled immediately.

## 19. INTELLECTUAL PROPERTY RIGHTS

Prohibitions include but are not limited to:

The resale of the services offered on the site via another website or the illegal distribution of the content of the site for commercial purposes as an objective. These include, among other things, webtracking techniques that are used to gain illegal access to the content of a website. Other illegal business such as "deeplinking" and "framing" and / or the illegal exploitation of all the contents mentioned on and all business related to our Agent's website.

#### **20.LEGISLATION AND JURISDICTION**

These Terms and Conditions apply under Greek law. The contract between you and the Company as a Customer is governed by the applicable Greek and international laws. Any dispute is within the jurisdiction of and will be challenged in the Greek courts.