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## Terms and Conditions

Before making a reservation at DiSa-Travel we encourage you to read these Terms and Conditions carefully, as they constitute a contract agreement between DiSa-Travel and you from the time the booking is made. The person who makes the booking accepts these conditions on behalf of all the people in the group and is responsible for all payments due.

By submitting a booking in writing, online, personally or by phone you confirm to us that you comply with these arrangements.

Once you have submitted your booking request and personal details, you will receive an email with all relevant information regarding your booking. Please note that all bookings require a minimum payment of 30% of the total package price at the time of the booking.

The bookings are confirmed instantly by email after we received the deposit.

Booking services with DiSa-Travel are available only to persons aged 18 years and older. By submitting a booking, you warrant and confirm to us that you comply with these arrangements.

### 1. General

1.1 The legal relationship between the customer and DiSa-Travel shall be regulated by the statutory provisions and these General Terms and Conditions for Agency Services. Every customer accepts these Conditions with his/her registration for a stay in a holiday accommodation (holiday home, holiday apartment, studio). The customer shall also accept these General Terms and Conditions for any other participants s/he has registered and shall be responsible for the contractual obligations of these fellow travellers if s/he has accepted this obligation in an explicit and separate declaration.

1.2 The customer, as s/he arranges his/her own transport, concludes a contract for the provision of a leased property in Greece (agency's agreement for holiday accommodation) as an individual service with DiSa-Travel. DiSa-Travel as an agency here acts only as an agent between the owner of the apartment or house (or the person authorised by the owner) as the landlord ('landlord') and the customer as the tenant of the holiday accommodation. In so far, an agency agreement is concluded between DiSa-Travel and the customer, the content of which is the due provision of holiday accommodation. The tenancy agreement on the stay in the accommodation shall be concluded exclusively between the customer and the landlord of the holiday accommodation to whom the customer shall address any claims arising from the tenancy agreement. As a broker of an individual service (holiday accommodation tenancy agreement), DiSa-Travel is not subject to the terms concerning travel packages.

### 2. Conclusion of the Agency's and Tenancy Agreement

With his/her registration, the customer bindingly offers DiSa-Travel the conclusion of an agency's agreement on the basis of the offer of the holiday property as well as these General Terms and Conditions. The registration shall also constitute the offer to conclude a tenancy agreement with the landlord. Registration can be made orally, in writing, via telephone, via fax or electronically (email, online booking). In the case of electronic booking, DiSa-Travel shall immediately confirm receipt of the booking electronically. The confirmation of receipt shall not yet constitute a confirmation of acceptance of the registration. The agency's agreement and the brokered agreement shall be effected only with the acceptance of the customer's declaration by DiSa-Travel or the landlord and shall not be subject to any specific requirement as to form. DiSa-Travel will then inform the customer

of the conclusion of contract in its written booking confirmation that is made on a durable medium, for instance via email.

### 3. Payment, Security Deposit

3.1 Concerning the deadline for payment of services, on the basis of these Agency's General Terms and Conditions, a non-refundable down payment of minimum 30 % shall be due and payable within 7 days of the date of invoice of the booking confirmation from DiSa-Travel when it has been established that the property will be let. DiSa-Travel shall be authorised to collect any debts concerning payments to the landlord. The payment of the balance of the price shall be due 30 days prior to the beginning of the stay when it has been established that the property will be let and must be effected to DiSa-Travel without a reminder. As the holiday home tenancy agreement constitutes an individual service and as such is not subject to the law on package travel, the landlord is not required to have insolvency insurance cover or to provide a security certificate.

If the customer does not effect or does not promptly effect any payments due upon due notice and after an official reminder of payment, DiSa-Travel shall themselves and in representation of the landlord be authorised to withdraw from the respective agreement and to charge to the customer costs for withdrawing from the agreement in accordance with section 5.1.

3.2 The amount of the security deposit shall be stipulated in the holiday offer and in the booking confirmation issued to the customer and must be deposited with the landlord after arrival at the holiday accommodation without further request. The payment of the deposit should be made in cash. It will be refunded to the customer by the landlord after due return of the house prior to the customer's departure. In the case of an inspection of any damages, the security deposit or the remainder of the deposit after the repair of the damage shall be due for repayment three weeks after the date of departure.

### 4. Services, Change of Services

4.1 The service owed by the landlord is the provision of the booked property in the state and with the equipment as can be seen from the offering by DiSa-Travel, in line with any and all notes and explanations there and/or the property description.

4.2 Any changes to essential services agreed in the contract which become necessary after the conclusion of the contract and are not brought about by DiSa-Travel in bad faith shall be allowed for the landlord or DiSa-Travel only in so far as the changes are not substantial and do not impair the overall structure of the holiday home stay as booked.

### 5. Withdrawal by the Customer, Change to Booking

5.1 The customer may withdraw from the rental of holiday accommodation at any time before the start of the stay. If the customer withdraws from the agreement, DiSa-Travel may in the name and in representation of the landlord demand the payment of a reasonable compensation for the preparations made and the expenses of the landlord that is calculated on the basis of the rent minus the amount of the expenses that can be expected to be saved by the landlord and minus the earnings the landlord can realise by using the property for another purpose or letting it to someone else, which can be expected to be possible. DiSa-Travel shall be entitled to demand the payment of a fixed compensation as a percentage of the rent, based on the date of withdrawal by the customer, for the landlord as follows:

- a. Up to the 30 day before occupation: 30 % of the rent
- b. From the 30th to the 14th day before occupation: 60 % of the rent

c. From the 14th to the last day before occupation: 90 % of the rent

d. In the case of no occupation: 100 % of the rent

The customer shall in any case be at liberty to produce evidence to DiSa-Travel that no damage whatsoever or substantially lower damage has occurred in comparison to the lump sums claimed by it.

DiSa-Travel reserves the right to claim higher, realistically calculated compensation that deviates from the above lump sums and in this case will specify and provide evidence concerning the compensation claimed considering any expenses that were saved and any possible use or occupation of the holiday home for other purposes.

5.2 The customer shall not be legally entitled to request the change of the time of the holiday, the destination, the place where s/he starts the holiday or the accommodation (change of booking) after the conclusion of the contract. If the booking is nevertheless changed by DiSa-Travel of their own accord upon the customer's request, DiSa-Travel may charge a fee for the change of booking amounting up to EUR 30.00. The customer shall be at liberty to produce evidence that no damage in that amount or damage with an amount that is substantially lower than that of the lump sums has occurred.

5.3. Cancellation fees for tours and trips:

a. Up to the 30 day before tour start: 30 % of the tour price

b. From the 30th to the 14th day before tour start: 60 % of the tour price

c. From the 14th to the last day before tour start: 90 % of the tour price

d. In the case of no show or delay (more than 15 minutes): 100 % of the tour price

6. Obligations of the Customer: Report of Defects, Notice prior to Termination by the Customer, Treatment of the Holiday Accommodation, Damage

6.1 If contrary to expectations the customer has reason to complain, s/he shall be obliged to immediately and on the site report to the landlord (or the administrator authorised by the landlord) any defects discovered upon arrival at the holiday home or which occurred at a later point in time (including any damage to furniture and/or equipment) and to also report such defects to DiSa-Travel simultaneously to request remedy from DiSa-Travel so that adequate steps may be taken. If the telephone is not answered, the customer shall be obliged to at least leave a message stating how s/he can be reached.

6.2 If the customer, due to his/her own fault, does not report the defects, if any, s/he shall not be entitled to claim reduction of the rent. The landlord may deny remedy of the defects if such remedy would require unreasonable effort. The landlord may remedy any defects by effecting substitute performance of the same or higher value.

6.3 If the stay in the holiday accommodation is substantially impaired as a consequence of a defect that was reported in time and if DiSa-Travel does not remedy the defect within a reasonable period of time to be stipulated by the customer, the customer shall be entitled to terminate the holiday contract in accordance with the applicable statutory regulations.

6.4 The customer shall be obliged to treat the holiday accommodation with due care and to prevent damage to the furniture and equipment. In the case of any impairment of performance, s/he shall be

obliged to cooperate within the scope of the statutory provisions on the duty to reduce damage, to prevent any possible damage to the holiday property or minimise any such damage. It shall not be permitted to sublet the holiday accommodation or have the holiday accommodation occupied by somebody else. The accommodation may only be used for holiday purposes and by the number of persons stated in the registration.

## 7. Liability, Limitation of Liability, Statute of Limitations, Prohibition of Assignment

7.1 DiSa-Travel shall not be liable for the due provision of the services that were brokered and does not give any warranty as regards the suitability and the quality of the offered rental services. DiSa-Travel shall be liable only for faulty advice or brokerage.

## 8. Notes as to Passport, Visa and Health Regulations

DiSa-Travel as an agent shall not be liable for the information as to passport, visa and public health authorities' regulations. In so far as DiSa-Travel forwards this information from the landlord to the customer, they shall not give any warranty or guarantee as regards the correctness, completeness and currency of this information. The liability of DiSa-Travel shall be excluded in so far. The customer him- or herself shall be responsible for carrying the required travel documents and to make sure that his or her passport or identity card is valid and will not expire before the end of any prescribed period.

## 9. Miscellaneous, Notes

9.1 The invalidity of individual provisions shall not lead to the invalidity of the holiday contract as a whole. Greek law shall be applicable to the entire contractual and legal relationship between the customer and DiSa-Travel exclusively. If the customer is a merchant or legal entity under private or public law or a person whose registered place of residence or usual place of residence is abroad, or whose registered place of residence or usual place of residence is unknown at the time of the filing of a lawsuit, the legal venue is agreed to be the place where the registered office of DiSa-Travel is.

9.2 The European Commission provides an online dispute resolution platform (ODR) for the extrajudicial resolution of disputes in which consumers are involved about e-justice contracts that the customer can find at <https://ec.europa.eu/consumers/odr>. Resolution of disputes before consumer conciliation bodies: DiSa-Travel does not take part in such voluntary dispute resolution procedure and is not obliged to do so by law. There is no internal complaints mechanism.

## 10. Insurance

10.1 Please note that individual travel insurance is not included in the tour price and all medical costs and other costs involved must be paid by the client. It is therefore strongly recommended that participants take out personal insurance, especially for the active tours.

We strongly recommend to all of our clients to purchase comprehensive travel insurance prior to departure to meet any contingencies.

## 11. Place of jurisdiction

11.1 Place of jurisdiction is Mytilini, Lesvos, Greece.