## **GENERAL TERMS OUTDOORS TRAINING PC**

# GENERAL CONDITIONS OF RESERVATION AND PARTICIPATION IN OUTDOOR RECREATION ACTIVITIES PROGRAMS IN GREECE AND ABROAD

#### 1. Generally

The activities of "OUTDOORS TRAINING IKE" and distinctive title "Trekking Hellas Group of Enterprises", hereinafter referred to as the "Company" are provided under the brand name Trekking Hellas and are open to all.

Anyone can take part in them on the sole condition of mental and physical health, willingness to cooperate with other participants and compliance with the instructions and orders of the "Company's" executives.

Despite the observance of strict safety rules, the use of the best equipment and the choice of the safest routes, activities in nature carry the risk of accident or even death and participation in them requires awareness and acceptance of this risk.

The "Company" has the obligation to provide excellent and safe equipment, excellent organization of the activity/trip, experienced and trained Guides-Drivers-Instructors who comply with the safety rules set by the "Company" and its responsibility is limited only to these.

The "Company" organizes individual activities, one-day and multi-day programs in Greece and abroad, either entirely individually or in collaboration with other travel agencies, providers of tourist and/or transport services and other services.

The following Terms of Participation are in accordance with Presidential Decree 7/2018 "Harmonization of legislation with Directive (EU) 2015/2302 and linked travel arrangements (OJ L326/11.12.2015)" (A' 12) and are integral parts of the contract, together with the detailed program related to any program. For participation in any program is given for granted, the careful study of the program and the unconditional acceptance of the following Terms:

#### 2. Reservations-deposits-cancellations:

For any reservation to be valid, the relevant registration form must be completed and accompanied by a deposit or payment in full of the participation price, as specified in the respective detailed program. The payment of the deposit or the payment in full either by deposit in the bank account of the "Company"

**Bank:** ALPHA BANK **No. Account:** 796002002013550

**IBAN:** GR1001407960796002002013550

**SWIFT CODE: CRBAGRAA** 

either by credit card (in the office or online),

it automatically implies that the depositor is fully informed and accepts both the detailed program and the general conditions of reservation and participation.

In case of cancellation, for any reason, the communication must be in writing, and the following applies:

## a) Daily Activities:

- more than 16 days prior to the activity, the Company shall refund the full amount
- between 6 and 15 days prior to the activity, the Company retains 15% of the amount paid
- between 3 and 5 days before the activity, the Company refunds 50% of the amount paid
- between 0 and 2 days prior to the activity, the Company retains the full amount paid
- In the case of large groups, different terms may apply that will be clearly stated in the contract.

## B) Multi-day Excursions in Greece:

- Cancellation up to 45 days before the excursion: the Company will refund the amount paid, minus 50% of the deposit to cover the costs of management and cancellation of hotels or other services.
- Cancellation 45-30 days before the excursion: the Company retains 100% of the deposit

- Cancellation 29-15 days before the excursion: the Company keeps 30% of the amount paid
- Cancellation 14-7 days before the excursion: the Company retains 50% of the amount paid
- Cancellation 6-0 days before the tour: the Company retains the full amount paid.
- In case of non-appearance of the customer, the Company reserves the right to keep the entire amount paid.

If you cancel, you must pay any premium and modification fees incurred prior to the cancellation, as well as any deposits paid for any pre-booked items or services.

Exception: Cancellation of certain transportation reservations, usually scheduled air and ferry tickets, can result in cancellation charges of up to 100% regardless of the notice period given to us. We reserve the right to pass on these charges which will apply to the carriage part of your holiday and the cancellation charges under the above terms will apply to the other elements of your holiday (e.g. accommodation, activities, any additional services).

## C) Summer Children's Programs (Camps and Camps) in Greece

- Refund up to 30 days before the start of the program
- Cancellation from 29 to 20 days before the start of the program: 30% of the total participation fee will be withheld
- Cancellation from 19 to 15 days before the start of the program: 50% of the total participation fee will be withheld.
- Cancellation 14-0 days before the start of the program: all participation fee will be withheld
- Non-show in the program: withholding of the full participation amount.

Note: If a child withdraws from the program for personal reasons, the above term applies and the participation fee or part of it is not refunded.

## D) Multi-day trips abroad

- Up to 65 days before departure: €150 per person, for administration fees.
- From 64 to 35 days before departure: 20% of the total cost of the trip.
- From 34 to 20 days before departure: 70% of the total cost of the trip.
- From 19 days before departure until departure (non-show): 100% of the total cost of the trip.

Different cancellation conditions may apply, depending on the destination country, the period of travel and the third-party cancellation policy. In these cases, the applicable terms refer to the detailed program of each trip and prevail over the terms listed herein.

## 3. Participation of teams

In the event that more people and/or groups are enrolled in a program, the representative of the group undertakes and is responsible for:

- a) everyone to fill in the registration form
- b) Everyone be informed about the detailed program (place/time of meeting, difficulties, what they should have together, program specifics, etc.) as well as about the terms of participation.

## 4. Prices - Charges

The cost of each program and what is included and what is not included in it, are mentioned in each detailed program.

## 5. Obligations of participants

It is necessary for the participants to comply with the program and the instructions of the tour/activity Guide and/or the archaeological sites guide, their timely arrival at the meeting points and times and the appropriate social behaviour towards the other participants. The "Company" bears no responsibility whatsoever and the participant cannot claim compensation for the non-provision of service due to non-compliance with the instructions of the Driver/Guide, delay in arrival at the given meeting point or inappropriate behaviour. Participants are fully responsible for the actions of the minor children they

accompany and must supervise them continuously throughout the program. In case of inability to participate, due to quarantine or hospitalization or for any further precautionary public health reason either of the destination country or any intermediate country, the "Company" bears no responsibility whatsoever towards the participant for the non-provision of part or all of the agreed services, having no obligation for any kind of compensation or replacement of the service not provided at a later time.

## 6. Accommodation/Ferry and Air Transport/Luggage

As far as accommodation and room type is concerned, the categorization varies from country to country and sometimes within Greece. The same applies to check-in and check-out times. The company's obligation is limited only to the transfer of information the accommodation provides.

As far as Maritime and Air transport is concerned, the company's obligation is limited to the transfer of the provider's terms of use.

The "Company" has the obligation to mention in the Detailed Program, instructions and possible restrictions regarding luggage.

The transportation/storage of luggage is carried out under the exclusive supervision and responsibility of its owners and the "Company" bears no responsibility for loss/damage of luggage.

# 7. Travel Documents, Health Requirements

The "Company" must inform the participants about the official sources of information regarding the travel documents necessary for participation and the necessary health requirements and instructions. The "Company" may, exceptionally, undertake the processing of the issuance/renewal of a visa. The sole responsibility for the timely sending of the necessary valid supporting documents lies with the participant.

The "Company" may exclude the participation of an individual if there are reasons of medical history which it considers endangering the safety of the participant or other participants or the smooth running of the program.

#### 8. Participation of minors

The company must inform the parents/legal guardians of the required necessary documents regarding the participation of minors in programs. Indicatively, but not exclusively, we mention the following:

- In a program in Greece in which the minor child participates without the presence of the parents/legal guardians, it is necessary that the Consent Form is completed and signed by both parents/legal guardians
- In a program in Greece in which the minor child participates accompanied by a parent or legal guardian, it is necessary for the parent/legal guardian to fill in the child's Participation Form (one of the two parents/legal guardians is sufficient).
- In a program abroad in which the minor child participates without the presence of the parents/legal guardians, it is necessary to fill in the Consent Form on behalf of both parents/legal guardians. The Form should be in English and bear the original signatures of both.
- In a program abroad in which the minor child participates accompanied by a parent or legal guardian, it is necessary to fill in the child's Participation Form by the parent/legal guardian and a consent document in English with a certified signature from the other parent/legal guardian who is not present at the trip.

It is noted that for trips abroad, the "Company" bears no responsibility, if, despite the presentation of the above/requested documents, the Police Authorities or the Air Carrier do not accept the entry of the minor.

## 9. Change of program by the "Company"

The "Company" reserves the right to modify or cancel the program before its start for reasons of safety or force majeure (e.g. natural disasters, unsuitable weather conditions, strikes, low level of participants, other contingencies, etc.).

In case of cancellation by the company, the full amount paid is refunded and the participants cannot request any other compensation.

In case of modification, the "Company" proposes an alternative program. Participants must, no later than 7 days before departure, accept the change or cancel their participation, receiving back any money they have paid, without any other requirement.

In case of cancellation of a trip abroad by the "Company", the following deadlines for informing the traveller are:

- 7 days before the date of departure, when the journey lasts between two and six days,
- 20 days before the date of departure, when the journey lasts more than 6 days,
- 48 hours before the departure date when the journey takes less than two days.

Here, too, the above deadlines do not apply in cases of travel instructions, natural disasters, extraordinary political upheavals, military conflicts or other extraordinary reasons of force majeure.

## 10. Change of program by the accompanying Guides

The Guides-Drivers-Instructors of the "Company" are obliged to carry out the programs in accordance with the rules of each activity and the safety conditions.

For this reason, the Guides-Drivers-Instructors of the "Company" have the absolute discretion to modify a program even if it is in progress and to implement an alternative program, if this is required for reasons of safety or proper execution of the activity/program. Any additional costs are borne by the participants and any withdrawal due to non-acceptance of the alternative program does not create a reason for compensation for services not provided. Furthermore, the Guides-Drivers-Instructors of the "Company" have the right to not allow any of the participants to take part in a section or in the entire program, if with their behaviour endanger themselves, the team, or if they don't follow the rules and instructions that have been indicated to them for the proper execution of the program, without this giving rise to compensation.

## 11. Change of program by participants

Any change (e.g. number of participants, etc.) is considered cancellation and is dealt with under the terms of paragraph 2.

## 12. Accident Insurance

The "Company" maintains a valid professional liability insurance policy.

It is recommended that participants of day activities and multi-day programs in Greece and abroad take out additional accident insurance. Participants may request more information about the proposed/cooperating insurance companies of the "Company".

For your information, in the event of an accident during the activities, participants may be called to testify as witnesses to the incident and their personal data may be used before the Court for their testimony. The legal basis for this processing is the pursuit of the legitimate interests of the company, such as the right to legal protection.

## 13. Notification of Complaints - Dispute Resolution

Any complaint during or at the end of a program should be reported in writing to the "Company", by the participant directly, by the Guide, or by both, in the shortest possible time and in any case not more than after 7 working days. The written report should be accompanied by documents/evidence that substantiate and establish the complaint.

The "Company" and the Participant will make every effort to resolve any dispute in good faith and based on respect for the customer and the commitment of the "Company" to continuous improvement. In

case of failure, the parties may apply for mediation to the Amicable Dispute Resolution Committee of the Association of Tourist and Travel Agencies in Greece and if this does not end successfully, the Courts of Athens are competent.

#### 14. Information on the Protection of Personal Data

OUTDOORS TRAINING IKE, with the distinctive title TREKKING HELLAS GROUP OF COMPANIES, hereinafter referred to as the "Company", with contact details: tel. 2103310323 and e-mail address info@trekking.gr, in its capacity as data controller, ensures the protection of the personal data it collects and further processes, respecting and fully complying with the applicable European and national legislation on the protection of personal data and in particular General Regulation (EU) 2016/679 (hereinafter referred to as the 'Regulation') and National Law 4624/2019.

The "Company" collects and further processes the personal data you provide with the above statement exclusively for your participation in the programs offered by the Company and only for as long as it is necessary for the conduct of these programs, unless special provisions require their further observance. The legal basis for processing is the performance of a contract to which you are a party or the taking of measures at your request prior to entering a contract. Your e-mail address will be used by the "Company" to send information material, provided that you provide your consent and until it is revoked. We also inform you that during the activities the participants are photographed and filmed, and this material may be transmitted to the participants in the activity as well as used by Trekking Hellas for promotional purposes in all its media, such as brochures, website, etc. The legal basis for this processing is the pursuit of the legitimate interests of the Company, such as promoting its products and services to the general public. Photos and videos will be retained until you object to their use. The "Company" may transmit the personal data you provide with this declaration to the partners involved in the implementation of the program/trip for which you have registered. While photos and videos, if used, are made accessible to an indeterminate number of recipients.

We inform you that under the Regulation you have the following rights: a) information and access, b) rectification, c) objection, d) withdrawal of consent, and, if the conditions of the Regulation are met, e) erasure, f) restriction of processing and g) portability. For any question regarding the processing of your personal data by the "Company" or the exercise of any right, you can contact us by sending a message to <a href="mailto:info@trekking.gr">info@trekking.gr</a>. Finally, you have the right to appeal to the Personal Data Protection Authority (<a href="https://www.dpa.gr/el/polites/gkpd">https://www.dpa.gr/el/polites/gkpd</a>).

## INFORMATION AND CONSENT TO THE PROCESSING OF PHOTOS/VIDEOS

During your participation in the program/activity, photos and/or videos depicting you may be taken or recorded by Trekking Hellas. The material collected can be used in both print and digital form to promote Trekking Hellas' programs and goals online, social media, or in newsletters.

You can contact the Data Protection Officer of Medtronic (email: info@trekking.gr) if:

- (a) You wish Trekking Hellas to stop using the above material to the extent that it concerns you.
- (b) You wish to be informed about the way in which Trekking Hellas processes the above material (c) You believe that Trekking Hellas has used the above material in an inappropriate manner or in a way that violates this agreement, or the applicable legislation.

In order for the "Company" to be able to use these photos/videos/voice recordings, we ask you to sign the following consent form:

I expressly consent and give my consent to the "Company" to store, process photographs/videos/recordings that concern me and have been taken in the context of my participation in the program/action and to publish them in both printed and digital form, in order to promote its actions. The above material is intended for publication on the internet, on social media as well as in information material.

I have the right to be informed about whether the processing of my personal data is affected in a way that may have negative effects on me, as well as to request the deletion of the data concerning me at any time.

**END**