

GENERAL TERMS AND CONDITIONS FOR HOTEL AND CHALET ACCOMMODATION



Sněžník, a.s.

with its registered seat in Velká Morava 79, 561 69 Králíky

Company ID No.: 26979136

The company is registered in the Commercial Register maintained by the Regional Court in Hradec Králové, File Record C 2886.

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(hereinafter the Accommodation Provider)

1. CONDITIONS OF CONCLUSION OF THE ACCOMMODATION CONTRACT – effective upon payment of the deposit

1.1 The Provider provides accommodation in the Wellness Hotel Vista****, Guest House Terežka, Cottage U Slona, Cottage Marcelka and Cottage Slaměnka, all in the village of Dolní Morava. Accommodation is provided on the basis of an Accommodation Contract (hereinafter also **Contract**) concluded in accordance with Section 2326 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the Civil Code). For the purposes of these General Terms and Conditions (hereinafter referred to as GTC), the term 'Parties' shall mean the Accommodation Provider on the one hand, and a natural person who is a consumer within the meaning of Section 419 of the Civil Code, as the **Accommodated Person**, on the other hand. On the basis of the Contract, the Accommodation Provider shall provide temporary accommodation for the agreed period of time as well as other services ordered by the Accommodated Person related to the accommodation (hereinafter also referred to as **services**) and/or other services from its range (hereinafter also referred to as **additional services**). Under the Contract, the Accommodated Person undertakes to pay the Accommodation Provider the price agreed in the Accommodation Contract for accommodation and services, or for other services the price agreed before the Accommodated Person uses the service, or according to the current price list of the Accommodation Provider. The Accommodated Person further agrees to comply with all other provisions and obligations in accordance with this Contract, the accommodation rules of the respective facility and the Accommodation Provider's GTC and the Civil Code.

1.2 The Accommodation Contract is concluded by means of distance communication in accordance with Article 2 of the GTC, without the current physical presence of the Accommodated Person (unless otherwise agreed between the Parties). The Contract shall become valid upon conclusion; it **shall become effective, i.e., it shall have legal consequences for both Parties, only upon crediting of the deposit to the bank account of the Accommodation Provider within the time limit communicated by the Accommodation Provider in the booking confirmation.**

1.3 The rights and obligations of the Parties not expressly provided for in the Contract are governed by these GTC or by law. If the Contract stipulates something other than the GTC, the Contract will apply. The GTC, including the Accommodation Rules, are available on the website of the Accommodation Provider www.dolnimorava.cz and form an integral part of the Contract. By concluding the Contract, the Accommodated Person confirms that they have been duly acquainted with and understands all provisions of these GTC, including the terms of booking and cancellation, including the Accommodation Rules of the Accommodation Provider.

1.4 Accommodation prices are only listed within the offer of special stays on the website of the Accommodation Provider www.dolnimorava.cz (hereinafter referred to as the **website**). In case of an online booking request on the website, the final price of accommodation and services will be communicated to the Accommodated Person before the booking confirmation according to the methodology in Article 2 of the GTC, i.e., before the conclusion of the Contract. In the case of some types of special stays, the final price of accommodation and services will be

communicated to the Accommodated Person by e-mail on the basis of an individual calculation prepared by the reservation department on the basis of the Accommodated Person's request, i.e., before the conclusion of the Contract. The final price always includes all taxes and fees, except for the stay fee in accordance with the valid ordinance of the municipality of Dolní Morava.

Prices of other services are listed on the website of the Accommodation Provider.

1.5 If the Accommodated Person grossly violates the obligations arising from the Contract, the Civil Code, the GTC and/or the Accommodation Rules of the Accommodation Provider or good manners (for example, by rude, excessively noisy or offensive behaviour on the premises of the Accommodation Provider), the Accommodation Provider is entitled to terminate the Contract before the expiry of the agreed period, even without notice, if the Accommodated Person has been warned of their misconduct by the Accommodation Provider in accordance with the provisions of Section 2331 of the Civil Code, and despite this warning has repeatedly committed such a violation.

2. BOOKINGS AND CONTRACT CONCLUSION

2.1 You can book your accommodation in the following ways:

2.1.1 Through the hotel reservation system available on the website www.hotel-dolnimorava.cz where they fill in information relating to their stay (arrival, departure, number of persons, type of room, services, etc.); before sending the reservation, the Accommodated Person must confirm that they have read the contents of these GTC and the cancellation conditions contained in the GTC and the obligation to pay the deposit by ticking the appropriate box on the reservation form. Without this confirmation, the booking will not be completed. The Contract is concluded by pressing the 'Book' button. Without undue delay, the Accommodation Provider will then send the booking confirmation to the Accommodated Person by e-mail, including the deadline and instructions for payment of the deposit. The Accommodation Provider states, as a general guideline, that the limit is usually 3 to 7 days. **The proper and timely payment of the deposit to the bank account of the Accommodation Provider becomes effective; otherwise, the Contract automatically expires without further delay and the reservation is not taken into account.**

2.1.2 By email at rezervace@dolnimorava.cz, on the basis of the Accommodated Person's request, a specific offer will be prepared by the reservation department and sent to the Accommodated Person for acceptance; together with the offer, the Accommodated Person will be sent these GTC in PDF (the GTC also includes information on the handling of personal data and cancellation conditions), to which the Accommodated Person agrees by accepting the offer. Acceptance is understood as the timely consent of the Accommodated Person by e-mail (the deadline is set by the offer of the Accommodation Provider), or another action of the Accommodated Person, from which consent can be inferred. By acceptance, the Contract is concluded. Without undue delay after the acceptance of the Accommodated Person, the Accommodation Provider will send the booking confirmation by e-mail, including the deadline and instructions for payment of the deposit. The Accommodation Provider states, as a general guideline, that the limit is usually 3 to 7 days. **The proper and timely payment of the deposit to the bank account of the Accommodation Provider becomes effective; otherwise, the Contract automatically expires without further delay and the reservation is not taken into account.**

2.1.3 By phone with the subsequent sending of the offer of the Accommodation Provider for confirmation by e-mail to the e-mail address indicated by the Accommodation Provider. Article 2.1.2 shall then apply mutatis mutandis to the process of concluding the Contract.

2.2 A condition precedent to the effectiveness of the Accommodation Contract is the payment of a deposit of 50% of the price of the stay incl. VAT to the bank account of the Accommodation Provider. The Accommodated Person is obliged to pay the advance payment on the basis of the advance invoice issued by the Accommodation Provider, which is an attachment to the booking confirmation, within the time limit and according to the conditions specified therein. The advance invoice will be delivered to the Accommodated Person at the email address provided by them.

2.3 The advance payment is indivisible and not transferable to a third party in the final invoice / tax document. The tax document will be issued to the same details of the Accommodated Person as those on the advance invoice. Therefore, please pay extra attention to the accurate indication of billing data already in the process of

booking and concluding the Contract. Changes made after the booking has been confirmed will not be taken into account.

2.4 In the case of non-cash payments, payment is always the moment of crediting the relevant amount to the bank account of the Accommodation Provider.

2.5 The Accommodated Person is entitled to pay the full price of the accommodation, services and other services ordered instead of the deposit (in excess thereof); however, the cancellation conditions are identical as if it were a deposit.

3. PAYMENT FOR ACCOMMODATION, SERVICES AND ADDITIONAL SERVICES

3.1 For the accommodation and services, or other services ordered by the Accommodated Person and provided by the Accommodation Provider, the Accommodated Person is obliged to pay the agreed price of accommodation, services or other services in accordance with the valid price list at the time of their use, but no later than the end of the stay, **before leaving the accommodation premises**, based on the presentation of the bill, together with an account of the deposits provided by the Accommodated Person.

3.2 Payment options for accommodation, services and additional services:

- **50% prepayment** – credit card charge

The credit card of the Accommodated Person will be charged 50% of the price according to the Contract incl. VAT on the date of acceptance, i.e., on the conclusion of the Contract. The remainder will be paid by the Accommodated Person at the hotel reception according to Article 3.1.

- **By bank transfer**

The amount of the deposit will be transferred by the Accommodated Person to the bank account of the Accommodation Provider in the booking confirmation.

To identify the payment, the name of the Accommodated Person and the reservation number must be entered as the variable symbol.

- **Benefit cards BENEFIT-PLUS, SODEXO, FKSP**: Apply only to direct bookings with the Accommodation Provider according to Article 2.1, i.e., they do not apply to purchases made through other web portals (e.g. booking) or purchases of special stays.

In the case of an unpaid deposit with a credit card guarantee, any cancellation fees will be charged to the credit card.

- **Voucher / accommodation gift voucher** issued by the Accommodation Provider with valid details necessary for identification. To redeem the voucher / accommodation gift voucher, the conditions of purchase apply, especially the time limit. Ordering for redemption is possible by e-mail or phone, while points 2.1.2 and 2.1.3 apply to the sending of the GTC and the booking confirmation similarly, with the exception of the obligation to pay a deposit if it is lower than the voucher value.

3.3 In the event that the deposit is moved from the previous accommodation of the Accommodated Person to a new Contract by agreement of the Parties, no refund is due according to the above cancellation conditions. The transferred advance to be drawn down must be used by the agreed date, see Article 4.7. of the GTC.

3.4 In the event of a reduction in the length of accommodation by the Accommodated Person (except for reasons on the part of the Accommodation Provider) or any other change by the Accommodated Person, the Accommodation Provider shall be subject to the cancellation terms within these GTC.

4. CONDITIONS OF BOOKING CANCELLATION, CANCELLATION OF AMOUNT, CONDITIONS PREVENTING WITHDRAWAL FROM THE CONTRACT, FAILURE TO APPEAR TO USE ACCOMMODATION AND SERVICES

4.1 If the Accommodated Person fails to pay the deposit according to Article 2, Section 2.2 in due time within the period specified in the booking confirmation, the Contract shall automatically expire without further delay and the reservation shall not be considered.

4.2 The Accommodated Person **does not have the right to withdraw from a Contract whose subject-matter is accommodation and related services, or additional services, if these involve meals and leisure**, in accordance with the provisions of Section 1837(j) of Act No. 89/2012 Coll., if the Contract is to be performed by the Accommodation Provider **on a specific date or within a specific period** which this Contract fulfils.

However, the Accommodated Person is entitled **to terminate the Contract** before the expiry of the agreed period of accommodation, in the form of a written notice delivered to the headquarters of the Accommodation Provider and/or by e-mail to: rezervace@dolnimorava.cz and/or in person at the premises of the Accommodation Provider at the reception of the Vista Hotel****. In this case the Accommodation Provider is entitled to charge a cancellation fee. The cancellation fee is based on the time between the receipt of the notice by the Accommodation Provider and the agreed date of commencement of accommodation and services or other services. The shorter the period, the more likely that the Accommodation Provider can no longer, or only with substantial difficulty and uncertainty, execute a contract with another person or has to contract in advance for the performance of the Accommodation Contract at a cost that cannot be prevented. The cancellation fee system is linked to the date of delivery of the notice to the Accommodation Provider (hereinafter referred to as the cancellation).

The cancellation amount is always **calculated on the price of Accommodation, services and other services agreed in the Contract**. The **deposit paid by the Accommodation Provider** (or in case of the Accommodated Person's choice to pay a higher amount in excess of the deposit, then this amount will also be used) **will be primarily used to offset the mutual claims**; if the paid deposit is not sufficient to pay for the cancellation, the Accommodated Person is obliged to pay it within 14 days from the cancellation of the reservation by the Accommodated Person (if they cancel it) and/or from the date of non-accommodation and non-use of services. The cancellation fee rate is set by the Accommodation Provider as follows:

- **cancellation of the reservation up to 30 days before the first day of accommodation (hereinafter referred to as 'arrival') is free of charge; the Accommodation Provider will not claim any compensation for property damage;**

- **cancellation between 29-14 days prior to arrival 30% of the Contract price incl. VAT; the cancellation also covers the compensation for property damage of the Accommodation Provider;**

- **cancellation 13-7 days prior to arrival 50% of the Contract price incl. VAT; the cancellation also covers the compensation for property damage of the Accommodation Provider;**

- **cancellation of the reservation within 6-0 days prior to arrival, or in case of non-arrival and non-use of services and other services and/or cancellation of accommodation by the Accommodated Person without reason on the part of the Accommodation Provider before the expiry of the agreed period, 100% of the price in the Contract incl. VAT; the cancellation also covers the compensation for property damage of the Accommodation Provider.**

4.3 If the deposit paid by the Accommodated Person exceeds the amount of the cancellation, it will be refunded to the Accommodated Person within 14 days from the cancellation of the reservation by the Accommodated Person (if cancelled) and/or from the date of non-accommodation and non-use of services.

4.4 The cancellation fee has the function of a contractual penalty for early termination of the Accommodation Contract and the ordered services or other services by the Accommodated Person.

4.5 In the event of early termination of accommodation and use of services or additional services before their complete exhaustion by the Accommodated Person without fault, or without reason, on the part of the Accommodation Provider, the cancellation conditions under Article 4.2 of the GTC shall also apply. For the avoidance of doubt: the unused amount of the contract price will not be refunded if the cancellation exceeds the deposit paid (Article 4.2. of the GTC will apply).

4.6 In case of exceptional situations, the Accommodation Provider may waive the cancellation fee in whole or in part, i.e., waive the debt incurred; the decision to do so rests solely with the Accommodation Provider according to their individual assessment of the case. There is no legal entitlement to excusing the interest.

4.7 For serious reasons on the part of the Accommodated Person and exclusively by individual agreement of the Parties, the Accommodation Provider may agree to change (move) the booked date without the right to pay a cancellation fee, in which case the deposit paid will be moved to a new date as agreed by the Parties. If the

Parties individually agree to reschedule the booked date, including the deposit, but do not specify the new date, the deposit must be used within 6 months of the original arrival date, unless the Parties agree otherwise. For the purposes of the above, withdrawal means at least arriving on the new date. If withdrawal does not take place within the aforementioned 6-month period, the entitlement to its refund will expire without compensation.

4.8 Ordering and cancellation of other services, especially wellness treatments as per the offer of the Accommodation Provider: The date of the wellness treatment must be agreed and booked in advance by phone, in writing or in person at the reception of the wellness hotel Vista****. By agreeing on the date and time and the type of treatment, a contract is concluded for the provision of the treatment; the price of the treatment will always correspond to the price list valid at the time of the treatment. The price of the treatment is payable on the date of its provision by the Accommodation Provider; the Parties may agree that this price will be paid together with the price according to the contract (in this case, the treatment will be written to the account of the room of the Accommodated Person and will be paid according to Article 3.1. of the GTC). The contract may be cancelled by the Accommodated Person if the Accommodated Person cannot attend the treatment on the agreed date for serious reasons. The Accommodated Person shall inform the Accommodation Provider (the reception of the Vista Wellness Hotel****) of the cancellation in advance, at the latest 3 hours before the agreed date and time. In the event of any later cancellation by the Accommodated Person and/or no-show, a cancellation fee of 100% of the list price applicable at the time when the procedure was due to take place will be charged. The reimbursement of payment under Article 3.1 shall apply mutatis mutandis.

4.9 In case of impossibility to provide the agreed accommodation, services and additional services due to reasons not on the side of the Accommodated Person (i.e. due to reasons on the side of the Accommodation Provider or due to external circumstances, including possible anti-epidemic measures of public authorities), the Parties agree that the primary choice of compensation will be a change (transfer) of the reservation, the second option will be the issuance of a accommodation gift voucher / voucher for the price according to the Contract (or its unused part). If the Parties do not agree on the above procedure, the Accommodation Provider is obliged to return the price according to the Contract (or its unused part) to the Accommodated Person in cash within 14 days from the date of the impossibility of performance.

4.10 If the accommodation and related services are provided to the Accommodated Person in the form of an action stay chosen by the Accommodated Person according to the offer of the Accommodation Provider, its composition (including basic accommodation) is unchangeable. Failure to use any of the services included in the offer of an action stay or basic accommodation does not give rise to the right to a replacement of the service, refund of a proportion of the price of the stay or any other form of refund. Basic accommodation means accommodation in the Wellness Hotel Vista****, the price of which includes breakfast, free access to the hotel wellness, free access to the fitness, children's corner and VAT at the applicable rate.

4.11 The Accommodation Provider is not liable for any damage caused to the Accommodated Person by force majeure. Force majeure is an extraordinary unprecedented and insurmountable obstacle arising independent of the will of the obligated Party, which temporarily or permanently hinders it in the fulfilment of its contractual obligations. Strikes, lockouts, blockades, wars, civil disturbances, natural disasters, epidemics and interventions, regulations or measures by public authorities, including anti-epidemic measures, are considered to be force majeure events.

5. GENERAL RULES OF ACCOMMODATION – ACCOMMODATION RULES

5.1 Wellness hotel Vista ****, Cottages Marcelka, Slaměnka, U Slona and Guest House Terežka, whose operator is the Accommodation Provider, is only authorised to accommodate an Accommodated Person who has duly registered for the stay, either by online check-in or at the reception of the hotel Vista****. For this purpose they shall present their National ID card or other valid ID, passport or other travel document or an ID CARD confirming their identification to the staff of the Accommodation Provider at the reception immediately after check-in. The Accommodated Person shall confirm with their signature that their personal data and the length of their stay in the registration list are correct. By signing the registration form, the Accommodated Person again agrees to the Accommodation Rules, which are part of the GTC. The Accommodation Rules are available at the reception and on the website www.dolnimorava.cz as part of the GTC.

5.2 Every Accommodated Person who is not a citizen of the Czech Republic (foreigner) is obliged to fill in and hand in an official document on reporting their stay at the reception in accordance with the Act on the stay of

foreigners in the Czech Republic as amended, all required information is obliged to be given truthfully and completely.

5.3 The Accommodation Provider is entitled to require the Accommodated Person on arrival guarantees by credit card the services ordered and received, which the Accommodated Person requests to be paid through the hotel account, so called per room. The guarantee serves in case of non-payment of the agreed and used services by the Accommodated Person. The handling of payment data is in accordance with PCI rules.

5.5 On the basis of the effective Contract, the Accommodated Person can check in on the day of arrival at the time specified in the booking confirmation, from 2 p.m. to 12 a.m. in Cottage Marcelka, Slaměnka, U Slona and the Guest House Terezka; in the Wellness Hotel Vista**** the Accommodated Person can check in from 3 p.m. to 12 a.m. Until that time the Accommodation Provider reserves the room for the Accommodated Person, unless otherwise agreed between the Parties in the Contract.

5.6 The Accommodated Person staying at Cottage Marcelka, Slaměnka, U Slona and Guest House Terezka shall check out no later than 10 a.m. on the last day of their stay (hereinafter referred to as the departure day). Accommodated Persons staying at the Wellness Hotel Vista**** must check out by 11 a.m. on the day of departure. Until that time the room, including the entire space reserved for its use (e.g. the locker in the ski room), will be vacated, unless otherwise agreed individually and in advance with the Accommodation Provider. If the Accommodated Person does not vacate the room, including the entire space reserved for their use by the specified time, the Accommodation Provider may charge them for the entire departure day, including the night, unless otherwise agreed in advance. The room is considered vacated after the Accommodated Person removes all of their belongings from the room, including the entire space reserved for their use, hands the card to an authorised employee of the accommodation facility and announces that they are checking out. The Accommodation Provider reserves the right to check the room inventory (furniture, appliances, forgotten items) and payment and, if necessary, the client's consumption in the cottages until 8 p.m. on the day of check-out. In the event of damage to the property of the Accommodation Provider that has not been reported during the stay, the Accommodation Provider shall objectify the damage, take documentation (especially photos) and immediately notify the Accommodated Person.

5.7 In case the Accommodated Person requests an extension of accommodation, the Accommodation Provider may offer them another room in a different price range than the original one; if the Accommodated Person accepts the Accommodation Provider's offer, the Parties shall conclude either a contract amendment agreement and/or a new accommodation contract to this effect. However, the Accommodated Person is not entitled to accommodation in the room in which they were originally accommodated, nor to accommodation in another room if this is not possible for capacity or operational reasons.

5.8 The Accommodation Provider reserves the right in exceptional cases to offer the Accommodated Person a different accommodation than originally agreed upon, unless it differs substantially from the confirmed order; if this results in a price difference and the Accommodated Person accepts the change, the Accommodation Provider is obliged to make up the price difference, unless the price difference is exhausted by the provision of services or other services not previously ordered by the Accommodated Person.

5.10 The Accommodated Person is obliged to adapt their stay in the Wellness Hotel Vista****, the cottages Marcelka, Slaměnka, U Slona and the Guest House Terezka, and in all facilities and operations of the Accommodation Provider to their current state of health and physical and mental abilities.

5.11 Upon check-in, the Accommodated Person will receive a chip card for the room. In the event of loss, destruction or damage to the card, the Accommodated Person is obliged to pay the Accommodation Provider a lump sum compensation of CZK 100. In case of loss/destruction of the wellness chip, the Accommodation Provider charges CZK 1,500. Such claims of the Accommodation Provider shall be paid in accordance with Article 3.1, mutatis mutandis.

5.12 The Accommodated Person is also obligated to:

- get acquainted with the Accommodation Rules and observe them;
- pay the price for accommodation, services and additional services as per the Contract;

- properly use the premises intended for their accommodation, as well as the entire accommodation premises, keeping them tidy and clean;
- protect the equipment in the accommodation premises against damage;
- immediately report any damage or harm caused to the premises by the Accommodated Person or persons accommodated through them;
- close the water taps, switch-off the lights, switch-off the electrical appliances, which are not used in the absence of the Accommodated Person, and close the windows when leaving the room;

5.13 The Accommodated Person must not do any of the following without the Accommodation Provider's consent:

- to make substantial changes in the premises reserved for their use or in the accommodation premises of the Accommodation Provider (moving furniture, moving equipment, etc.);
- take any equipment or fixtures out of the space intended for accommodation;
- transfer the premises intended for their accommodation to another Accommodated Person without the knowledge of the Accommodation Provider;
- accept visitors in the accommodation premises. Visitors may only be received in the lobby bar and restaurant Podbělka;
- state the address of their accommodation premises as their place of business;

5.14 Dogs and other animals may be on the premises of the accommodation facility only with the prior consent of the Accommodation Provider, provided that the owner proves their medical fitness. Each pet's stay shall be billed based on the valid price list. The following measures apply to the accommodation of dogs and other animals:

- Dogs and other animals are prohibited from entering or remaining in areas where food is stored, prepared or served.
- Only small breeds of dogs are allowed to enter and stay.
- Dogs and other animals are not allowed in the wellness centre.
- In all publicly accessible areas, all dogs must be leashed and muzzled; other animals must be sufficiently supervised by the owner so that they cannot roam free on their own.
- Dogs and other animals must not be allowed to rest/lay on the bed or other facilities used by other Accommodated Persons.
- Inventory that is used to prepare or serve food to the Accommodated Persons may not be used to feed dogs or other animals.
- In case of any damage to equipment by the animal, the Accommodated Person is obliged to pay the full amount of the damage. The owner of the animal is fully responsible for the animal and jointly and severally with the Accommodated Person who allowed the animal to stay in the room.
- For the above-mentioned violations of the rules and measures, except for direct damage to property, which is charged to the Accommodated Person in full, the Accommodated Person will be charged for routine additional cleaning of the room and/or area lightly soiled by the animal as a lump sum compensation of up to CZK 1,000. The Accommodation Provider reserves the right to charge additional direct cleaning costs in excess of the above mentioned amount, if necessary, in full, to restore the accommodation premises to the condition in which the Accommodation Provider took it over and taking into account the normal operation of the accommodation. The Accommodation Provider also reserves the right to pay for new bedding used for the animals' rest if it is damaged, soiled or destroyed. These bedding items will be charged to the Accommodated Person in full.
- Cleaning, room checking and repairs in rooms where the Accommodated Person is accommodated with an animal must be allowed so as not to endanger the staff or other Accommodated Persons. Inspection must be

allowed, at least once a day to detect any damage or excessive pollution. Staff are not obliged to clean or repair the room if they feel threatened by a dog or other animal left unattended in the room.

5.15 Accommodated Persons are obliged to put trash exclusively in the designated containers in the designated areas.

5.16 For safety reasons, the Accommodations Provider recommends that children under 12 years of age are not left unsupervised in the room or other common areas.

5.17 Accommodated Persons must observe quiet hours from 10 p.m. to 6 a.m. With the consent of the Accommodation Provider (manager or representative), they can be organised in the premises arranged for social events even after 10 p.m., and only in the designated areas, not in the rooms.

5.18 Accommodated Persons shall not carry or bring weapons or ammunition on the premises of the accommodation facility or store them in any way in a condition that allows their immediate use. The exception applies to armed security forces on duty.

5.19 In the event of high interest of the Accommodated Persons of Hotel Vista**** in ordering additional (other) services such as billiards or bowling, the hotel reserves the right to limit the entry or use of the Accommodated Person's services to up to 1 hour/day of additional (extra) services.

5.20 Complaints of the Accommodated Person and any suggestions for improvement are accepted by the hotel management or can be submitted according to the procedure in point 10. This questionnaire is available at the reception of Wellness hotel Vista****.

5.21 Any legal disputes arising from this Contract shall be settled in courts of the Czech Republic. In disputes about compensation for damages, in which the defendant is a person residing in one of the EU member states, jurisdiction is given to the court of the place where the damage occurred, according to Article 5, point 3 of Council Regulation (EC) No. 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of court decisions in civil and commercial matters.

5.22 Accommodated Persons are obliged to comply with the provisions of these Accommodation Rules. In the event of non-compliance with the Accommodation Rules, the Accommodated Person has the right to terminate the Contract, as detailed in Article 1.5 of the GTC. In this case the Accommodation Provider is entitled to full reimbursement of the accommodation price. The Accommodated Person must then leave the accommodation immediately.

5.23 Moreover, the Accommodated Person is not allowed:

- in the area reserved for their accommodation or accommodation space, to carry out interventions in the electrical network or other installations.

- in the space reserved for their accommodation, or accommodation space, carry out interventions in the electrical network or other installations. This rule does not apply to electrical personal care appliances (shavers, massagers, hair dryers, etc.)

- Accommodated Persons are not allowed to bring things into the rooms and store them there that are not intended for use in the room, e.g., sports equipment, strollers, bicycles, carts, etc. The Accommodated Person shall inform the reception about the storage of such items; they will be informed about the place for storing them outside the room. For damage to the property of the Accommodation Provider caused despite this restriction, the Accommodated Person will be charged full compensation for damages.

Smoking is only permitted in the rooms designated for such purpose by the Accommodated Provider. Smoking is strictly prohibited in the rooms and on the balconies attached to the room.

- There is a strict ban on the use of any narcotic or psychotropic substances in accommodation facilities. The Accommodation Provider is entitled to inform the Police of the Czech Republic and proceed according to Article 1.5 of the GTC.

- Accommodated Persons are strictly forbidden to use the wellness centre (swimming pool, sauna) under the influence of alcohol, narcotic and psychotropic substances. An Accommodated Person who suffers from a cardiovascular disease or has any health problems, as a result of which a stay in the pool or sauna may worsen

their health or endanger their life, may only use the facilities of the pool or sauna at their own risk and responsibility.

6. RESPONSIBILITY OF THE ACCOMMODATION PROVIDER FOR THE PROPERTY OF THE ACCOMMODATED PERSON

6.1 The Accommodation Provider shall be liable for items brought into the premises reserved for accommodation or storage of items in connection with the Contract, services and other services only to the extent provided for in Section 2946(1) of Act No. 89/2012 Coll., of the Civil Code. Funds, jewellery or other valuables may be taken into custody by the Accommodated Person; however, the Accommodated Person may request that the items be handed over to the Accommodated Person in a closed or sealed box.

6.2 The accommodation provides in-room safes in certain areas of the property, where it recommends that valuables, jewellery and cash be placed for security reasons. Placing items in the safe in the room cannot be considered as taking possession of the items by the Accommodation Provider for safekeeping.

6.3 For damages caused to the equipment or inventory of the accommodation area, the accommodation area (common areas), the Accommodated Person is liable according to the relevant applicable legislation. In the event of damage or destruction of the Accommodation Provider's property, the Accommodation Provider is entitled to compensation for property damage.

6.4 In the event of damage to the Accommodation Provider's property for which the Accommodated Person is liable, the Accommodated Person is obliged to pay compensation for the damage caused no later than the day of the end of the stay, **before leaving the accommodation premises**; upon individual agreement of the Parties, payment may be made on the basis of an invoice issued within 14 days of the end of the Accommodated Person's stay, payable within 10 days of delivery to the Accommodated Person, provided that the Accommodated Person agrees in writing to the occurrence of the damage, its course and their liability.

6.5 The Accommodation Provider is responsible for skis, ski boots and bicycles stored in electronically lockable lockers for storing skis and ski boots in a room marked as a ski or bike room. Skis and ski boots may only be stored in these lockers and areas. If the Accommodated Person leaves skis or ski boots or sports material in the car or in other places not designated for this purpose, the Accommodation Provider is not responsible for any theft or damage.

6.6 Laundry as an additional service for the Accommodated Person: The Accommodation Provider reserves the right to refuse to wash the Accommodated Person's laundry if it is excessively soiled or damaged. The dry cleaner is not responsible for distorted colouring (eco-friendly colours), buttons or decorative buckles damaged during the cleaning process. When determining the amount of damage to an item, the amount is generally based on its normal value at the time of the damage and takes into account what the Accommodated Person must reasonably spend to restore or replace the function of the item.

6.7 The Accommodation Provider is not liable for theft or damage to motor vehicles left in the parking lots of the Accommodation Provider under the conditions provided by law. The Accommodation Provider recommends the Accommodated Person to make sure that their car is properly locked and secured. The Accommodation Provider also recommends not leaving personal belongings loose in the car. The Accommodation Provider is not responsible for damage caused by the Accommodated Person in garages or parking lots to third parties. The Accommodation Provider reserves the right to claim and charge for any damage caused to the property of the Accommodation Provider by the vehicle or actions of the Accommodation Provider.

6.8 Accommodated Persons are obliged to act so that there would be no damages to health, assets, the nature and environment. The Accommodation Provider recommends that the Accommodated Person keeps the entrance door locked while staying in the room. Before opening the door to strangers, check the reason for entering the room and in case of any doubt, contact the reception immediately. Before leaving the room, Accommodated Persons should check that the windows and doors are closed.

6.9 The Accommodation Provider is not responsible for any damage caused outside the premises.

7. SAFETY, RESPONSIBILITY OF THE ACCOMMODATED DAMAGE

7.1 The Accommodated Person is obliged to become acquainted with the safety rules and evacuation plan in the event of a fire. The Accommodated Person shall find this plan in every room, and it is also kept for viewing by the competent staff member at the Reception Desk.

7.2 The Accommodated Person shall behave so as not to cause harm to the freedom, life, health or possessions of other persons.

7.3 If the Accommodated Person by their acts or omissions causes damage or injury to the life, health or property of the Resident or third parties, or if such damage is caused by a person who is not competent and over whom the Accommodated Person is obliged to exercise supervision (e.g. a minor child) and/or an animal, the Accommodated Person is obliged to compensate for all such damage or injury under the terms of Section 2920 of the Civil Code, or Section 2933 of the Civil Code in the case of an animal.

8. CONSUMER PROTECTION – MORE INFORMATION

This Contract is entered into pursuant to paragraph 1811 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the Civil Code).

The Accommodation Provider provides the following information to the Accommodated Person:

- a) Identity and contact details of the Accommodation Provider: SNĚŽNÍK, a.s., Company ID No.: 26979136, registered office: Velká Morava 79, 561 69 Dolní Morava, VAT CZ26979136, a company registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert 2886;
- b) the main business of the Accommodation Provider: the provision of accommodation services; hospitality, massage, reconditioning and regeneration services; the sale of fermentation alcohol, potable alcohol and spirits, wholesale and retail;
- c) service designation: The Accommodation Provider provides accommodation and related services as well as other services based on the terms of the Contract concluded between the Accommodation Provider and the Accommodated Person. A detailed description of the service is given in the Contract, recapitulated in the booking confirmation;
- d) costs of means of remote communication: costs incurred by the Accommodated Person when using means of remote communication in connection with the conclusion of the Contract (costs of Internet connection, costs of telephone calls) are covered by the latter themselves;
- e) delivery costs: not charged, performance under the Contract is not delivered;
- f) for the exercise of rights from defective performance, in particular, Sections 1914, 1921, 1923 of Act No. 89/2012 Coll., the Civil Code, as amended, and for consumers Act No. 634/1982, on consumer protection, as amended. There is no guarantee for quality and after-sales service. There are no specific rules for handling complaints against consumers. For more information on the complaints procedure, see Article 10 of the GTC;
- g) the address of the premises: Wellness Hotel Vista**** Velká Morava 46, 561 69 Dolní Morava, Guest House Terezka Velká Morava 32, 561 69 Dolní Morava, Cottage Marcelka Velká Morava 58, 561 69 Dolní Morava, Cottage U Slona Velká Morava 132, 561 69 Dolní Morava;
- h) adaptation of the price to the person of the consumer based on automated decision-making: no;
- i) in case of withdrawal from the Contract, the consumer will bear the costs associated with returning the goods: no;
- j) if the Accommodated Person makes any claim against the Accommodation Provider concerning the Contract concluded between them or the provision of the agreed services (consumer dispute) and if the performance takes place in the Czech Republic and the Accommodation Provider does not comply with the claim and there is no other way to resolve the dispute, the Accommodation Provider has the option to address their claim to the authority for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection. The application for initiation of the proceedings may be filed no later than 1 year from the moment when the Accommodated Person first lodged their claim with the Accommodation Provider. Further information can also be found on the website www.coi.cz/ under the 'FOR CONSUMERS' tab; Czech Trade Inspection Authority Central Inspectorate – ADR Department Štěpánská 15, 120 00 Prague 2 e-mail: adr@coi.cz / website: adr.coi.cz.
- k) designation of the member state or member states of the European Union, whose legal regulations will govern the relationship between the Accommodated Person and the accommodation provider based on the

confirmation of the reservation: Czech Republic;

l) information about the language in which the Accommodated Persons will communicate with the Accommodation Provider during the stay, and in which the Accommodations Provider will provide the Accommodated Person with contractual terms and other information: the Czech language.

9. INFORMATION ON HANDLING OF PERSONAL AND PAYMENT DATA

9.1 The Accommodated Person acknowledges that in connection with the provision of accommodation, services and additional services, the Accommodation Provider processes personal data provided in e-mail communication, telephone calls, hotel reservation system, when logging in the registration sheet, all in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation. The Accommodation provider is a personal data administrator.

9.2 The purpose of the processing of personal data is the performance of the Contract, services and other services, including communication prior to its conclusion, and the fulfilment of legal obligations (in particular in the field of taxes and accounting, registration of Accommodated Persons within the meaning of the Act on Local Fees and the Act on the Residence of Foreigners in the Czech Republic) and the legitimate interest of the Accommodation Provider pursuant to Article 6(1)(f) of the General Data Protection Regulation.

9.3 For the purpose of providing accommodation and services, the following personal data of the Accommodated Person or other persons accommodated through the Accommodated Person are processed: name, surname, date of birth, place of residence, gender, age, email, telephone number, credit card number and type, based on data obtained from the Accommodated Person. For the purpose of fulfilling legal obligations, personal data is processed to the extent provided for by law.

9.4 Personal data will be processed manually and automatically by the Accommodation Provider directly through its authorised employees and through processors authorised to do so on the basis of personal data processing contracts and other entities necessary to protect the rights of the Accommodation Provider (e.g. courts, experts, insurance company, law firm).

9.5 Personal data will be processed by the Accommodation Provider for the period of performance of the Contract, services and other services or for the period of time specified by law and after its fulfilment for the period required by the legitimate interest of the Accommodation Provider, i.e., 3 years from the performance or other termination of the Contract.

9.6 The Accommodated Person has the right of access to their personal data processed by the Accommodation Provider, its correction or deletion, or restriction of processing, and the right to object to the processing and the right to lodge a complaint with the supervisory authority, which for the territory of the Czech Republic is the Office for Personal Data Protection (www.uoou.cz). More information on the protection of personal data is available at <http://www.dolnimorava.cz>, under GDPR and documents – Information on personal data processing. Further details of the processing of personal data are also provided here.

9.7 When handling payment details and card data, the Accommodation Provider follows the PCI DSS security rules (Payment Card Industry Data Security Standard). Security requirements – data-oriented rules (standards/norms)(PCI DSS) are globally (internationally) valid and are intended for organisations, i.e., environments (CDE), where data about cardholders and card transactions are processed, transmitted and/or stored.

9.8 The Accommodation Provider shall be entitled to use the details of the electronic contact of the Accommodated Person for sending electronic mail for the purpose of disseminating commercial communications concerning accommodation, services and other services provided by the Accommodation Provider, information and commercial communications about events and events held at the Accommodation Provider's premises and direct marketing, all without the consent of the Accommodated Person due to the existence of a legitimate interest pursuant to Article 6(1)(f) of the General Data Protection Regulation. When sending such an e-mail, the Accommodation Provider is obliged to allow the Accommodated Person to unsubscribe from the receipt of such commercial communications in a simple manner and free of charge. This shall be without prejudice to the Accommodated Person's right to object to such processing.

10. EXTENT AND CONDITIONS OF COOPERATION COMPLAINTS PROCEDURE, METHOD AND PLACE OF HANDLING CONSUMER COMPLAINTS

10.1 The Accommodation Provider is obliged to accept complaints about accommodation, services and additional services at the establishment where the acceptance of the complaint is possible with regard to the services provided (these are the establishments according to Article 8 g) of the GTC, the hotel Vista**** reception is especially suitable for any complaint, preferably during the accommodation, services or immediately after the provision of other services – this can significantly speed up the handling of the complaint), as well as at the company's headquarters; the consumer (and non-consumer) can also use the complaint form published on <https://www.dolnimorava.cz/reklamacni-formular>. Any defects in the accommodation or services provided by the Accommodation Provider shall be dealt with in accordance with Article 10 of these GTC (hereinafter referred to as the **Complaints Procedure**) and applicable law (in particular the Civil Code and the Consumer Protection Act).

10.2 The Accommodated Person is entitled to exercise their rights from defective performance (complaint) at the reception of the Accommodation Provider, or in writing to the e-mail address rezervace@dolnimorava.cz or to the address of the Accommodation Provider's headquarters.

10.3 According to Article 10.1. of the GTC, an employee in charge of handling complaints must be present during operating hours. The Accommodation Provider is obliged to issue a written confirmation to the Accommodated Person when making a claim, in which they indicate the date when the Accommodated Person made the claim, what is its content, what method of handling the claim the Accommodation Provider requires and contact details for the purpose of providing information on the handling of the claim. The Accommodation Provider is obliged to issue the consumer with a confirmation of the date and method of settlement of the complaint, or a written justification for the rejection of the complaint. Confirmation of the claim and/or confirmation of the settlement of the claim shall be sent by the Accommodation Provider to the contact address or e-mail address, if specified in the claim.

The Accommodated Person is obliged to file a complaint without undue delay after its discovery, or from the moment when they had the opportunity to discover it, but no later than 6 months after the end of the stay or the provision of services.

10.4 When making a complaint, the Accommodated Person is obliged to state their name, surname, contact details, describe the content and reasons for the complaint, indicate the required method of handling the complaint and, if possible, document the circumstances of the complaint (e.g. with photographs or in another suitable way); at the same time, it is recommended, especially when making a complaint after the provision of accommodation or after the provision of a service, to submit documents relating to the service provided (confirmation of reservation, payment of the price of accommodation, etc.).

10.5 In the case of a verbal claim in the premises, the employee of the Accommodation Provider is obliged to fill in a claim form with the Accommodated Person and give one copy to the Accommodated Person. The complaint form shall contain at least the elements according to Article 10.4. of the GTC. The complaint form shall be signed by the employee of the Accommodation Provider and the Accommodated Person, who agrees with its content.

The Accommodation Provider shall decide on the complaint immediately; within three working days in complicated cases. Complaints including the removal of the defect and information to the Accommodated Person must be settled within 30 days at the latest, unless the Parties agree on a longer period. Failure to comply with the above specified requirement is considered a serious violation of this Contract.

10.7 The Accommodated Person is obliged to provide the cooperation necessary to settle the complaint, in particular to provide the necessary information and documents proving the facts. If required by the nature of the complaint, the Accommodated Person is obliged to allow the Accommodation Provider access to the area provided for accommodation to assess the validity of the complaint.

10.8 Complaint settlement

10.8.1 In cases where the complaint is judged to be wholly or partially justified and the defect is remediable, its settlement shall consist in the free removal of the defect or, if possible, in the provision of a replacement service (or the completion of the missing one) or a reasonable price reduction. If the defect is irreparable, the Accommodated Person is entitled to demand a reasonable discount from the price or withdraw from the

Contract. The decision is with the Accommodated Person and cannot be changed without the consent of the Accommodation Provider.

10.8.2. If the complaint is assessed as unjustified, the Accommodated Person is notified of the reasons for dismissal of the complaint in writing.

11. FINAL PROVISIONS

11.1 Matters not expressly covered by the Contract and these GTC are governed by the laws of the Czech Republic, in particular the Civil Code (Act No. 89/2012 Coll.) and the Consumer Protection Act (Act No. 634/1992 Coll.), including in cases where a contract with an international element is concluded on the part of the Accommodation Person. Services under this Contract are provided exclusively in the country of the Accommodation Provider, and if they are to be provided to a consumer outside the country of their usual residence, they shall be governed by Czech law according to Articles 5, 6 of the Rome I Regulation.

11.2 The Contract is concluded in the Czech language and these GTC are also drawn up in the Czech language. If the wording of the Contract or these GTC is translated into a foreign language for the use of the Accommodated Person, the interpretation in the Czech language shall apply in the event of a dispute over the interpretation of their provisions.

11.3 The Contract will be deposited with the Accommodation Provider; the booking confirmation is sent to the Accommodated Person. At the request of the Accommodated Person, the Accommodation Provider shall allow access to the Contract that it has deposited. Before the conclusion of the Contract, the Accommodated Person is entitled to change or cancel the reservation. After the conclusion of the Contract, its content may be changed by agreement of the Parties.

11.4. The Accommodation Provider is entitled to unilaterally change the provisions of these GTC. These changes are without prejudice to the provisions of the GTC in force at the time of conclusion of the Contract. The version of the GTC that is valid and effective on the date of conclusion of the Contract is always considered valid and effective.

In the event of a deviation between the Contract and these GTC, the Contract shall prevail; in the event of a deviation between these GTC and other documents of the operator (e.g. Accommodation Rules in a different wording from the GTC), these GTC shall prevail.

11.4 These General Terms and Conditions shall enter into force and effect for contracts concluded from 1/12/2023.