

# 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 Vista Apartments in 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 of 100% 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 contracting parties not expressly provided for in the contract are governed by these GTC or by law. If the contract stipulates something different from the GTC, the contract shall apply. The GTC, including the accommodation rules, are available on the website of the accommodation provider [www.dolnimorava.cz/vista-apartments](http://www.dolnimorava.cz/vista-apartments) and form an integral part of the contract. By concluding the Contract, the Resident confirms that he/she has duly read and understands all the provisions of these GTC, including the cancellation and cancellation conditions, including the Accommodation Regulations of the Accommodation Provider.

1.4 Accommodation prices are quoted when booking online through the website of the accommodation provider. The final price of accommodation and services is communicated to the Accommodated person before the Confirmation of Reservation according to the methodology in Article 2 of the GTC, i.e. before the conclusion of the contract. The final price always includes all taxes, charges and includes the fee of the stay in the amount

according to the valid decree 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 Regulations of the Accommodation Provider or good manners (e.g. by rude, noisy or disrespectful behaviour on the premises of the Accommodation Provider beyond the reasonable level), the Accommodation Provider is entitled to terminate the Contract before the expiry of the agreed period, even without notice, if the Resident has been warned of his/her misconduct by the Accommodation Provider in accordance with the provisions of §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.dolnimorava.cz/vista-apartments](http://www.dolnimorava.cz/vista-apartments) 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.**

2.2 The 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 shown on the booking confirmation. Therefore, please take extra care to provide accurate billing information during the booking and contracting process. Changes made after the booking confirmation will not be taken into account.

## 3. USER ACCOUNT - BOOKING SELF-SERVICE

3.1 Based on the reservation, the guest is sent a link to the user account, the so-called reservation self-service. After logging in to the user interface, the guest can manage their reservation, order services or make a new reservation.

3.2 When registering for a user account, the guest is required to fill in the details of other guests. The guest is obliged to provide the information correctly and truthfully and to update the information in case of changes.

3.3 Access to the user account is secured with a username and password. The guest is obliged to maintain the confidentiality of the information necessary to access his/her user account.

3.4 The guest is not entitled to allow third parties to use the user account.

3.5 The accommodation provider may cancel the user account, especially if the accommodation provider has not used the account for more than 24 months or if the purchaser breaches his/her obligations under the purchase contract.

3.6 The Accommodated Person acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the hardware and software equipment of the Accommodation Provider, or the necessary maintenance of HW and SW equipment of third parties.

#### 4. PAYMENT FOR ACCOMMODATION, SERVICES AND OTHER SERVICES PROVIDED

4.1 For accommodation and services or other services ordered by the Accommodated person and provided by the Host, the Accommodated person is obliged to pay the agreed price of accommodation, services, or for other services the price in accordance with the valid price list at the time of booking the stay.

4.2 Payment options for accommodation, services and other services:  
**- Online credit card payment of 100% of the stay**

**- Cashless bank transfer**

Only for reservations made through the reservation department. The guest will transfer a deposit of 100% of the price of the stay to the bank account of the accommodation provider.

**To identify the payment, the guest's name and reservation number must be entered as a variable symbol.-**

4.3 If by individual agreement of the parties the amount paid from the previous accommodation of the Guest is transferred to the new contract, there is no right to a refund according to the above cancellation conditions. The transferred payment must be used by the agreed date, see Article 4.5 of the GTC.

4.4 In the event of a shortening of the accommodation period by the Accommodated person (except for reasons on the part of the Host) or any other change by the Accommodated Person, the Host shall be governed by the cancellation terms within these GTC.

4.5 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.

#### 5. CANCELLATION CONDITIONS, AMOUNT OF CANCELLATION, IMPOSSIBILITY TO WITHDRAW FROM THE CONTRACT, NON-APPEARANCE FOR THE USE OF ACCOMMODATION AND SERVICES

5.1 If the Accommodated Person does not pay the deposit according to Article 2, paragraph 2.2 in due and timely manner within the period specified in the Booking Confirmation, the contract shall automatically expire and the reservation shall be disregarded.

5.2 The Accommodated person does not have the right to withdraw from the contract whose subject is accommodation and related services, or other services, if they are catering or 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 certain date or within a certain 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 the address: rezervace@vista-apartments.cz. In this case, the Host is entitled to charge the Resident a cancellation fee. The cancellation fee is based on the time between the receipt of the notice by the Accommodation Provider and the date of the agreed commencement of the accommodation and services. The shorter the time period, the more likely the Accommodation Provider cannot or can only with substantial difficulty and uncertainty implement the contract with another person or has to contract costs for the fulfilment of the accommodation contract in advance and it is not possible to prevent their occurrence. The cancellation fee system is linked to the date of delivery of the notice to the Accommodation Provider ("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 Guest (or in case the Guest chooses to pay a higher amount than the

deposit, then this amount will also be used to pay for the cancellation) will be primarily used to offset the mutual claims; if the deposit paid is not sufficient to pay for the cancellation, the Guest is obliged to pay it within 14 days from the cancellation of the reservation by the Guest (if he/she cancels it) and/or from the date of non-accommodation and non-use of services. The rate of the cancellation fee is set:

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

**- cancellation between 13 and 7 days before arrival 50% of the contractual price incl. Cancellation also covers compensation for the property damage of the Accommodation Provider;**

**- cancellation of the reservation within 6-0 days before arrival or in the event of non-arrival and non-use of services and other services and/or cancellation of the accommodation by the Accommodated person without reason on the part of the Accommodation Provider before the expiry of the agreed period 100% of the contractual price incl. The cancellation also covers the compensation for the property damage of the Accommodation Provider.**

5.3 If the deposit paid by the Accommodated person exceeds the amount of the cancellation, the Accommodation Provider will refund it to the Accommodated person within 14 days from the cancellation of the reservation by the Accommodated person (if he/she cancels it) and/or from the date of non-accommodation and non-use of services.

5.4 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.

5.5 In the event of early termination of accommodation and use of services or other services before their full exhaustion by the Accommodated person without fault, or without reason, on the part of the Accommodation Provider, the cancellation conditions under Article 5.2 of the GTC shall also apply. For the avoidance of doubt: the unused amount of the contract price shall not be refunded if the cancellation exceeds the deposit paid (Article 4.2 of the GTC applies mutatis mutandis).

5.6 In 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 its individual assessment of the case. The Guest has no legal right to a waiver.

5.7 For serious reasons on the part of the Accommodated person and exclusively by individual agreement of the contracting parties, the accommodated 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 contracting parties. If the parties individually agree on the transfer of 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 otherwise agreed by the parties. For the purposes of the above, exhaustion means at least arrival on the new date. If the deposit is not exhausted within the aforementioned 6-month period, the right to reimbursement shall be extinguished without refund.

5.8 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.

5.9 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.

## **6. GENERAL RULES OF ACCOMMODATION – ACCOMMODATION RULES**

6.1 Vista Apartments, operated by the Accommodation Provider, is only authorized to accommodate a Accommodated person, who has properly registered for a stay by means of an on-line check-in in his/her user account using a mobile device or self-service kiosk located in the building of each Apartment House. The Accommodated person confirms the accuracy of his/her personal data and the data of all co-residents by filling in the User Account.

6.2 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 his/her stay at the reception in accordance with the Act on the stay of foreigners on the territory of the Czech Republic as amended, all the required information is obliged to provide truthfully and completely.

6.3 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 15:00 to 24:00. Until that time, the Accommodation Provider will reserve the room for the Accommodated person, unless otherwise agreed between the parties in the contract.

6.4 The Accommodated person shall check out of his/her stay no later than 10:00 a.m. on the last day of his/her stay (hereinafter also referred to as the "day of departure"). By this time, the room, including the entire space reserved for his/her use (e.g. the locker in the ski room) shall 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 his/her use by the specified time, the Accommodation Provider may charge the Accommodated person for the entire departure day, including the night, unless otherwise agreed in advance. The room shall be deemed vacated after the Resident has removed all of his/her belongings from the room, including the entire space reserved for his/her use. The Proprietor reserves the right to check the room inventory (furniture, appliances, forgotten items) and payment until 20:00 on the day of check-out. In case of damage to the property of the Accommodation Provider that has not been reported during the stay, the Accommodation Provider will objectify the damage, take documentation (especially photos) and immediately notify the Guest.

6.5 In case the Accommodated person requests an extension of accommodation, the Accommodation Provider may offer him/her 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 an agreement on the change of the contract and/or a new accommodation contract to this effect. However, the Accommodated person is not entitled to accommodation in the room in which he/she was originally accommodated, nor to accommodation in another room if this is not possible for capacity or operational reasons.

6.6 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 providing services or other services not previously ordered by the Accommodated person.

6.7 The guest is also obliged to:

- become familiar with the accommodation rules and observe them;
- pay the price for accommodation, services and other services according to the contract;
- use the premises intended for his/her accommodation properly, as well as the entire accommodation premises, and keep them tidy and clean;
- protect the equipment in the accommodation premises against damage;

- immediately report any damage or harm caused to the Accommodation Provider by the Resident or persons accommodated by him/her in the premises;
- when leaving the room, close the water taps in the room, turn off the lights, turn off electrical appliances that are not in use during the absence of the Guest and close the windows;

6.8 The Accommodated person may not, without the prior consent of the Accommodation Provider:

- make substantial changes in the premises reserved for his/her use or in the accommodation premises of the Accommodation Provider (move furniture, move equipment, etc.);
- remove any equipment and facilities from the accommodation or accommodation premises;
- transfer the premises intended for accommodation to another Resident without the knowledge of the Accommodation Provider;
- receive visitors in the accommodation. Guests may only receive visitors in the lobby bar
- give the address of the house with accommodation as the place of business;

6.9 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. The price for accommodation of the animal is charged according to the valid price list. The following measures apply to the accommodation of dogs and other animals:

- Only small and medium-sized breeds of dogs are allowed to enter and stay here.
- Dogs and other animals are not allowed in the common areas of the apartment buildings.
- All dogs must be leashed and muzzled in all public areas; other animals must be sufficiently supervised by their owner so that they cannot roam free on their own.
- Dogs and other animals must not be allowed to rest/lie on the bed or other facilities used for the rest of the Occupants.
- Inventory that is used for the preparation or serving of food to the Accommodated persons may not be used to feed dogs or other animals.
- In the event of any damage to the facility by an animal, the Guest 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 Resident 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 amount, if necessary, in full, to restore the area reserved for accommodation to the condition in which the Accommodation Resident took it over, taking into account the normal execution of the accommodation. The Proprietor also reserves the right to pay for new bedding used for the resting of the animals if damaged, soiled or destroyed. Such bedding will be charged to the Resident 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 person. Inspection must be allowed, at least once a day to detect any damage or excessive soiling. Staff are not obliged to carry out cleaning or repairs to the room if they feel threatened by a dog or other animal left unattended in the room.

6.10 The Accommodated persons are obliged to put the garbage exclusively in the designated containers in the designated places.

6.11 For safety reasons, the property recommends that children under 12 years of age are not left without adult supervision in the room or in other public areas.

6.12 From 10:00 p.m. to 06:00 a.m. the Accommodated person is obliged to observe the night quiet. With the consent of the Landlord (manager or representative), social events may be organized in the premises arranged for social events after 10:00 p.m., and only in the designated areas, not in the rooms.

6.13 An Accommodated person 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. An exception applies to armed security forces on duty.

6.14 Disputes arising out of this agreement shall be settled through the courts of the Czech Republic. In disputes for damages in which the defendant is a person domiciled in an EU Member State, the court of the place where the damage occurred shall have jurisdiction pursuant to Article 5(3) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

6.15 The Accommodated person is obliged to comply with the provisions of these accommodation rules. In the event that he/she fails to comply with the Accommodation Regulations, the Accommodation Provider 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 payment of the accommodation price. The Accommodated person must then leave the Accommodation Provider's facility without delay.

6.16 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.

## **7. RESPONSIBILITY OF THE ACCOMMODATION PROVIDER FOR THE PROPERTY OF THE ACCOMMODATED PERSON**

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

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

## **8. SAFETY, RESPONSIBILITY OF THE ACCOMMODATED DAMAGE**

8.1 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 in the corridors of each floor.

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

8.3 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.

## **9. 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 Terežka 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; Vista Apartments, Velká Morava , 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/](http://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](mailto:adr@coi.cz) / website: [adr.coi.cz](http://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.

## **10. INFORMATION ON HANDLING OF PERSONAL AND PAYMENT DATA**

10.1 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.

10.2 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.

10.3 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.

10.4 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).

10.5 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.

10.6. 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](http://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.

10.7 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.

10.8 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.

## **11. EXTENT AND CONDITIONS OF COOPERATION COMPLAINTS PROCEDURE, METHOD AND PLACE OF HANDLING CONSUMER COMPLAINTS**

11.1 The Accommodation provider is obliged to accept complaints about accommodation, services and other services in the establishment in which 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, especially the reservation department of the Dolní Morava Mountain Resort is suitable for possible complaints. Here, the Accommodated person is entitled to make a claim in writing to the e-mail address [rezervace@vista-apartments.cz](mailto:rezervace@vista-apartments.cz) or the consumer (and non-consumer) can also use the complaint form on the Accommodation Provider website. 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).

The Guest is obliged to file a complaint without undue delay after discovering it, or from the moment when he/she had the opportunity to discover it, but no later than 6 months after the end of the stay or provision of services.

11.2 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.).

11.3 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.

11.4 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.

11.5 Complaint settlement

11.5.1 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.

11.5.2 If the complaint is assessed as unjustified, the Accommodated Person is notified of the reasons for dismissal of the complaint according to Article 11.3 of the GTC.

## **12. FINAL PROVISIONS**

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 These General Terms and Conditions shall enter into force and effect for contracts concluded from 1.7.2024.