

General Terms and Conditions

KIN HAR s.r.o. company with registered office Baarova 769/45, 140 00 Prague 4, company number 259 46 803, registered in the Commercial Register kept by the Municipal Court in Prague, section C, insert 172989 (hereinafter referred to as a hotel).

These general terms and conditions govern mutual rights and obligations arising in connection with, or under, a contract concluded between the hotel and another person (that is a contractor). Those conditions therefore apply generally to all hotel guests and agencies with which there is no written service agreement.

These business conditions are valid for service clients at the following establishments:

Hotel SVĚT, U Světa 750, 379 01 Třeboň

Hotel REGENT, Lázeňská 1008, 379 01 Třeboň

Hotel VLTAVA, Frymburk 45, 382 79 Frymburk

SPORTHOTEL OLYMPIA, Zadov 349, 384 73 Stachy

Content

I. Definition of terms

II. Booking of accommodation and services

1) Extension of hotel accommodation

2) Provision of alternative accommodation

III. Prices, payment terms

1) Payment terms

IV. Rights and obligations of the guest

1) Withdrawal from contract by the guest, cancellation terms

2) Withdrawal from contract by the boarder

V. Rights and obligations of the hotel

1) Illness of the guest

VI. Other

VII. Final provisions

I. DEFINITION OF TERMS

Accommodation provider - Is a natural or legal person who accommodates guests for payment.

Guest - Is a natural person who requires accommodation. As a rule, the guest is also a contractual partner. Guests are also considered to be persons arriving with a contractual partner (e.g. family members).

Contracting partner - Is a natural or legal person from within the country or abroad who enters into an accommodation contract as a guest or for a guest.

Accommodation contract - There is a contract between the boarder and the contractor, the content of which is further detailed below.

II. BOOKING OF ACCOMMODATIONS AND SERVICES

* The hotel accepts reservations made by a person over the age of 18. Reservations made by minors are invalid.

*Reservation of accommodation and other services at the hotel and confirmation of this reservation by the hotel is only possible in writing, that is by email.

*The reservation is considered valid and binding if the hotel confirms the reservation made to the guest in writing (by email) or the guest receives an automatic email confirmation generated by the relevant online reservation system.

*The accommodation contract is created by the accommodation provider accepting the order of the contractor. Electronic declarations shall be deemed to have been received if, under normal conditions, the party for whom they are intended can download such declarations and they are received at the boarder's known operating time.

*The reservation is completed using a payment card, by paying a deposit of a specific amount, also individual conditions may be set.

*The details provided on the booking confirmation are binding on both parties

*If the first move-in occurs before 6 a.m., the previous night shall be considered as the first night of accommodation.

*If the guest does not arrive by 18:00 on the day of arrival (without prior agreement), there is no obligation for accommodation.

*Check-in time is set according to the rules of the specific hotel, earlier check-in is possible by agreement with the hotel in advance.

*Check-out time is set according to the rules of the particular hotel, later check-out is possible with prior agreement with the hotel and for a fee.

1) EXTENSION OF HOTEL ACCOMMODATION

*The contractual partner or guest has no entitlement to an extension of the stay. If, on time, the partner notifies that they wish to extend their stay, the boarder may agree to the extension of the accommodation contract. But it is not the boarder's duty

*If the contractor or guest cannot leave the accommodation on the day of departure because of unforeseen emergencies (extreme blizzard, flood, etc.) have blocked or prevented all departure options, the accommodation contract will be automatically extended for the duration of the impossibility of departure. However, a reduction in the price for this period is only possible if the contractor cannot take full advantage of the accommodation offered due to the exceptional weather conditions. The boarder is entitled to claim at least a price which corresponds to the usually charged price in the off-season.

2) PROVISION OF ALTERNATIVE ACCOMMODATION

*The accommodation provider may provide adequate alternative accommodation to the contracting partner or guests if this is acceptable to the contracting partner, especially if the difference in accommodation is negligible and factually justified.

*Substantially justified means a situation in which space(s) have become unusable, in which guests just accommodated extend their stay, in which an excessive number of bookings or other important operational measures have been made conditional upon this step.

*Any additional costs for alternative accommodation are to be borne by the boarder.

III. PRICES, PAYMENT TERMS

*The price is listed mostly per room for one night, including breakfast. Unless the guest or the contractor chooses another accommodation option.

*AVAT of 10% is included in the price of accommodation. The city fee, at the current rate set by the general binding order of the relevant municipality, is not included in the price of accommodation.

Persons provided for by the legislation and the relevant municipal decree are exempted from payment of these fees.

*Cancellation of a confirmed reservation can also only be done in writing, that is by email; the exact method of cancellation is determined by the reservation system used for the reservation.

*When canceling a reservation that has been placed through an external provider (e.g. booking.com), the reservation must also be canceled through that provider in the manner required by that provider and subject to booking conditions.

*The accommodation provider has the right to bill its services at any time or to bill them on an ongoing basis.

*Changing the reservation, that is moving the ordered services to another date, is considered as canceling the original reservation and follows the same regime as canceling the reservation.

*Accommodation can be paid for in cash, when the hotel accepts the currency of CZK and EUR, in case of payment by credit/payment card an amount will be charged in the currency of CZK, or in the currency of the client's payment card.

*Under the Act on the Record of Sales, the seller is obliged to issue a receipt to the buyer; at the same time, he is obliged to register the receipt with the tax administrator online, and in the event of technical failure, no later than in 48 hours.

*The hotel reserves the right to place a temporary hold on the guest's card, that is up to the total price for the accommodation.

*When paying for a stay booked through an online reservation system, you must choose the type of payment: payment via a payment card or by bank transfer. All payment card operations within the payment gateway take place outside the boarder's systems, only the boarder's bank and the client's bank have access to sensitive card data.

*If the guest fails to appear at the booking date, the reservation is canceled and the hotel is entitled to charge the costs according to the cancellation conditions of the booking.

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*If the accommodation contract provides for an advanced payment and if the advanced payment is not paid in time by the contracting partner, the accommodation provider may withdraw from the accommodation contract without granting any additional time.

*On the other hand, if the contractor has paid a deposit, the premises remain reserved no later than 12 hours on the day following the date of arrival. Paying in advance for more than 4 days ends the accommodation obligation from 18 hours on the fourth day, with the day of scheduled arrival counted as the first day, unless the guest announces a later arrival date.

1) PAYMENT TERMS

*An advance invoice for part of the stay is payable within 7 days of receipt. The costs of a monetary transaction (e.g. transfer costs) are borne by the contractor. Credit card companies are subject to the relevant issuer's conditions.

*For reservations made less than 21 days prior to arrival, the advance invoice is due immediately.

*When paying the advance invoice, the VS (variable symbol) number of the advance invoice must be provided. The payment cannot be identified and assigned to the reservation without VS or erroneous VS.

*If the advance invoice is not paid by the due date, the reservation will be canceled.

*If a tax document (invoice) is required by the guest for the entity, this shall be notified at the latest before the advance invoice is paid. Billing details must always include a VAT number, without this number it is not possible (in view of the newly applicable Act No. 360/2014 Coll.) to take note.

IV. RIGHTS AND OBLIGATIONS OF THE GUEST

*Guest (contract partner, later as guest) has the right to use the reserved areas and their amenities, as well as the amenities of the common areas.

*The guest (contractor) must exercise his/her rights in accordance with any hotel guidelines or rules for guests (accommodation rules, operating rules).

*The guest is liable for any damage caused to the room during the stay and agrees to pay for any repair, replacement or special cleaning costs. The amount of the payment will be determined by the hotel.

*The guest is entitled to claim from the boarder the quality of the accommodation and/or services provided if their quality or scope or other conditions do not correspond to the scope, quality and conditions specified in the booking. The boarder is obliged to establish the circumstances of the claim without undue delay and, in the case of a legitimate claim, to ensure that the defective conditions are corrected, or to grant the guest a discount. The guest is obliged to apply the complaint to the boarder without undue delay after finding defective provision. Later claims will not be taken into account. The guest is obliged to provide the boarder with the assistance needed for the processing.

*Information on out-of-court dispute resolution-The body responsible for out-of-court dispute resolution (ADR) between a boarder and a guest resulting from the provision of accommodation and related services (consumer disputes) is, according to Section 20e (d) of Act No. 634/1992 Coll., on consumer protection, as amended, Czech Trade Inspection, based at Štěpánská 567/15, 120 00 Prague 2, IČ 00020869, Internet address: <http://www.coi.cz/> or any other body authorized by the Department of Industry and Trade.

*The guest is obliged to pay at the latest on the day of departure the costs associated with the use of the hotel services, including additional services, unless otherwise agreed; in the event of non-payment, the hotel is entitled to charge (withhold) the corresponding amount from the specified payment card of the guest upon his/her departure.

*The guest may withdraw from the contract on the basis of cancellation conditions or if the hotel has not provided the guest with a prearranged service that meets the standard of the hotel.

*The entire hotel is a non-smoking facility; violations of this prohibition and smoking in the rooms or on the hotel's premises entitle the hotel to charge the guest compensation for cleaning the room or areas of the hotel; the smoking ban and related compensation extend also to smoking e-cigarettes; smoking is only possible in front of the hotel in the designated areas.

*Quiet time is between 10PM and 6AM; behavior that leads to disturbance of other guests at nighttime is strictly prohibited (includes loud listening to music, TV, screaming in rooms, hallways, etc.); in case of serious violation of this rule, the hotel can call the police of the Czech Republic.

1) WITHDRAWAL FROM CONTRACT BY THE GUEST, CANCELLATION TERMS

*Changes to a reservation without penalty may be made within 30 days prior to arrival at the accommodation.

*By unilateral declaration, the guest's withdrawal is possible only by paying the following cancellation fees:

- *cancellation of the reservation 28 - 14 days prior to arrival - no cancellation fee*
- *cancellation of the reservation 13 - 7 days prior to arrival - 35 % of the price of the stay*
- *cancellation of the reservation 6 - 2 days prior to arrival - 70 % of the price of the stay*
- *cancellation of the reservation 1 day prior to arrival or on the day of arrival - 100 % of the stay*
- *the same cancellation policy as for cancellation of reservation applies for reduction of the length of stay*

*The person providing accommodation shall refund the deposit less the cancellation fee to the guest no later than 7 days after the written notification of the guest of the cancellation of the binding reservation on the last day of the early termination of the stay.

*A fixed-term accommodation contract expires after the set time of stay.

*The guest's death terminates the contract.

*If the guest leaves early, then the boarder is entitled to demand the full agreed price. The amount saved as a result of unused services or the amount obtained by the accommodation provider through other leases of the premises ordered is deducted. Savings are made only if the accommodation is fully occupied when the guest does not use the booked premises and if the premises cancelled by the contractor can be rented to other guests. The burden of proving the savings is borne by the contractor.

2) WITHDRAWAL FROM CONTRACT BY THE ACCOMMODATION PROVIDER

*The accommodation provider shall be entitled to terminate the accommodation contract with immediate effect if there is good reason, in particular if the contractual partner or guest:

- (a) Use the premises in such a way as to cause significant harm to them or, by his reckless or otherwise improper conduct towards other guests, owners, employees or third parties staying at the hotel, to interfere with their cohabitation or to offend against them by his reprehensible conduct on their property, morals or physical integrity.
- (b) Has an infectious disease or illness that will last longer than the duration of the accommodation or will otherwise depend on assistance.
- (c) Will not pay the submitted bills due within an acceptable period (that is 3 days).
- (d) If contractual performance is prevented by an event of force majeure (natural disaster, etc.) the accommodation provider may terminate the accommodation contract at any time without complying with the notice period if the contract is no longer considered to be untied by law or if the accommodation provider is not exempted from his accommodation obligation. Any claims for damages by the contractor are excluded.

*If a guest becomes ill during their stay at the accommodation, the boarder will arrange for medical care at their request.

*If the contractor cannot arrive at the accommodation on the specified day of arrival because he has been completely prevented from doing so by unforeseen circumstances (e.g. extreme blizzard, flood), the contractor is not obliged to pay the agreed price for the days until the actual arrival.

*The obligation to pay the price for the booked stay starts from the moment the obstructions to arrival expire if arrival is possible within three days.

V. RIGHTS AND OBLIGATIONS OF THE HOTEL

*The hotel is obliged to arrange accommodation for the guest on the basis of pre-agreed services that are in line with the standard of the hotel.

*The boarder is not obliged to accept foreign currency. If the boarder accepts a foreign currency, it will be accepted, if possible, for reimbursement at the current day rate conversion.

*If the contractor refuses to pay the agreed price, or defaults on its payment, then the boarder has a legal detention or lien on the items brought by the contractor or guest. This detention or lien is also for the boarder to secure his claim under the accommodation contract, in particular for food, for other expenses incurred in connection with the services provided to the contractor and for any damage claims of any kind.

*If the contractor requests room service at unusual time of day (after 8PM or before 6 AM), then the boarder is entitled to request special reimbursement for these services. This special reward must be indicated in the hotel price list. The boarder may refuse these services for operational reasons.

*The boarder is liable for the items brought in by the contracting partner only if they have been handed over to the boarder or persons authorized by the boarder or brought to a place declared by the boarder or designated for that purpose (that is the safe at the front desk).

*The boarder may refuse the safekeeping of valuables, money and securities if they are more substantial items than those normally held by a hotel guest.

*In the case of any safekeeping, liability is excluded if the contractor or guest does not immediately notify the identified damage. In addition, such claims must be brought by judicial process within three years of the discovery or possible discovery of the damage by the contracting partner or guest; otherwise, the right lapses.

1) ILLNESS OF THE GUEST

*The boarder is entitled to reimbursement of the following costs against the contractor and guest (even in the event of death) in particular:

- (a) any unpaid costs for medical treatment, the costs of transporting the patient, medicines and medical devices
- (b) necessary disinfection of the premises
- (c) destroyed linen, towels, bed equipment; or for disinfection or thorough cleaning of all such items
- (d) restoration of the hotel room fittings — where damage has been caused to the room in connection with death or illness
- (e) the rent for the room, where occupied by the guest, including any days when the room was unusable due to disinfection, cleaning and the like
- (f) other damages to the boarder resulting from illness or death

VI. OTHER

*The services offered at the facility may change throughout the year. The guest is obliged to follow the current service offer.

*If the season changes during the stay, the price will always be charged according to the season.

*For unused ordered services and for changes of ordered services during the stay (accommodation, catering, wellness services), the boarder does not provide any financial compensation.

VII. FINAL PROVISIONS

*The place of contract fulfillment is the place of accommodation, of the establishment.

*General terms and conditions apply from 1. 1. 2021. The hotel reserves the right to change them, the guest is obliged to follow the current conditions.
Changes and additions to these terms and conditions may be regulated in writing exclusively between the boarder and the client.

*The hotel collects the guest's personal data only for the time strictly necessary; that is until the end of the ordered services and complies with GDPR rules.