

GENERAL TERMS AND CONDITIONS FOR CLIENTS OF ACCOMMODATION SERVICES IN ACCOMMODATION FACILITIES

APARTMENTS Červenohorské Sedlo.

General business and cancellation conditions (hereinafter the conditions) of Apartments Červenohorské Sedlo (hereinafter the accommodation facility) regulate the mutual contractual relationship between the operator of the accommodation facility: Antonín Kučerka, IČ: 11571179, with its registered office in Olomouc, Sokolská 576/21 (hereinafter only the operator) and client, natural or legal person who orders the stay in the accommodation facility as the client (hereinafter the client).

I. Order of stay, creation of a contractual relationship

The client orders services in the accommodation facility by a written order or a reservation request, which he submits to the accommodation facility by post, e-mail, via the reservation interface on the website or in person. The essentials establishing a duly issued order or reservation request are: name and surname of the client, contact (telephone, e-mail), in the case of legal entities, business name, ID number, VAT number, date of use of services. The transferred personal data of the client stated in the order or reservation of the stay will be used by the accommodation facility only for the concluded contractual relationship between the accommodation facility and the client. The personal data transmitted will be processed in accordance with Article 6 (1) (a). (a) and Article 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC protection of personal data). After a duly issued and submitted order or a submitted binding reservation request, the client is bound by this document. By confirming the order or the request for a binding reservation of the accommodation facility (according to Article IV of these conditions), a contractual relationship is established between the client and the accommodation facility. The accommodation facility undertakes to provide the client with services in the confirmed scope and quality and the client to pay the agreed price to the accommodation facility. The conditions of the contractual relationship apply to all persons listed in the order or reservation request submitted by the client and confirmed by the accommodation facility.

II. Rights and obligations of the client

The client has the right: To be sufficiently and completely informed by the accommodation facility about the ordered services, ie their scope, date and price; for the proper provision of the services ordered by him, confirmed by the accommodation facility (paid in advance); cancel the confirmed order or reservation request before the start of the stay, provided that the cancellation conditions are complied with in accordance with Article VII; claim defects in the services provided.

The Client is obliged to: Completely and correctly state all the essentials of the order or reservation request; to pay the accommodation facility in the required term a deposit and surcharge for the stay or the full price for the stay according to the specific conditions of the order; to respect the regulations of the accommodation facility whose services it uses and the house rules; carefully check the accommodation voucher issued by the accommodation facility and contact the accommodation facility immediately if any discrepancies are found.

III. Obligations of the accommodation facility

The accommodation facility is obliged to: Provide the client with important information about the ordered services and confirm to the client the duly ordered services. With a binding reservation or confirmed order, provide the client with services in the confirmed scope and quality. In the event of withdrawal from the confirmed service order or binding reservation by the client, pay the deposit paid for the services no later than 30 days after receiving the cancellation in writing. However, if the accommodation is entitled to cancellation fees, it will pay the client the difference between the deposit already paid and the relevant cancellation fees.

IV. Prices of services and their payment

The prices of services provided by the accommodation facility are listed at www.apartmany-sedlo.cz. After the reservation is made, the client will be sent payment documents or an advance invoice for the stay in the accommodation facility, in the amount according to the specific conditions of the order. The client is obliged to pay the advance payment according to the instructions. The client can pay the supplement for the stay at the reception of the accommodation facility during the stay in cash or by credit card, unless otherwise agreed with the accommodation facility. The client can transfer the price of the stay to the operator's account by bank transfer before arrival. Confirmation of payment by bank transfer is required upon arrival at the reception of the accommodation. The price of the stay does not include the accommodation fee, which is collected in the amount determined by a generally binding decree of the relevant municipal authority. The client is informed in writing about the amount of the fee in advance when confirming the reservation.

V. Confirmation of stay

The client is authorized to use the paid services by a confirmation issued by the accommodation facility (by email or in writing by letter). The client is obliged to check the accuracy of the data provided on the confirmation. If any discrepancies are found, the client immediately contacts the accommodation facility by email to: akucerkova@seznam.cz or by phone at tel.: +420 602 594 098. The reservation is confirmed as binding after payment of a deposit of 50% of the stay.

The surcharge for the stay will be paid on arrival, in cash.

VI. Boarding

Upon arrival, the client proves himself at the reception of the accommodation facility with an identity card, passport or other identity card. After fulfilling the above reception, the client will be accommodated and provided with additional information on the stay or other ordered services.

VII. Cancellation policy

Cancellation conditions are an integral part of the business contract between the client and the accommodation facility. The client has the right to cancel the stay at any time, ie to withdraw from the confirmed order or reservation request of the stay under the conditions listed below. This withdrawal by the client (hereinafter referred to as cancellation) must be made in writing and demonstrably delivered to the accommodation facility. Cancellation conditions apply to the cancellation of the reservation of accommodation, catering and other services by the client.

- Cancellation within 30 days before the expected start of services, the accommodation facility does not charge any cancellation fees
- 10% of the reservation price in case of cancellation less than 30 days before arrival
- 25% of the reservation price in case of cancellation less than 20 days before arrival
- 50% of the reservation price in case of cancellation less than 10 days before arrival

VIII. conflict solving

These GTC as well as the contract are governed by the law of the Czech Republic, in particular Act 89/2012 S., Civil Code, as amended.

Any disputes arising on the basis of the Agreement and / or these GTC will be decided by the locally and substantively competent courts of the Czech Republic.

IX. Protection of personal data

In order to fulfill its obligations arising from the company Antonín Kučerka, IČ 11571179 from the operation of accommodation services in Apartments Červenohorské Sedlo under Act No. 101/2000 Coll., On the protection of personal data, as a controller processing your personal data rights related to their processing.

The COMPANY processes your data for the purpose of making orders, reservations, concluding and fulfilling contracts relating to the services offered and provided, and in cases imposed by law, in particular the Local Fees Act, for the purpose of collecting the "stay for the purpose of tourism" or "accommodation capacity fee", and the Act on the Residence of Foreigners, where the provision of personal data is mandatory.

In the above cases, the COMPANY is in accordance with the provisions of § 5 para. a), b) and e) of Act No. 101/2000 Coll., on the protection of personal data, is entitled to process your personal data even without your consent.

Personal data are processed only to the extent required by law or to the extent strictly necessary, including basic contact data and identification data of a natural person. It processes personal data as an administrator, or its contractual processors, automatically or by other means.

Any persons who come into contact with personal data are obliged to maintain the confidentiality of the personal data provided and the security measures to protect them. Their obligation continues even in the event of termination of their legal relationship with the COMPANY or its contractual processor.

In connection with the processing of your personal data, the COMPANY would like to draw your attention to your rights related to the processing, namely:

- the right of access to personal data
- the right to correct personal data
- the right to request explanations and remedies in the event of personal processing data in breach of the law the right to claim damages or non pecuniary damage if they occur in as a result of the processing of personal data.

X. Out-of-court settlement of consumer disputes

Pursuant to the provisions of Section 1820 (1) (j) of the Civil Code and Section 14 (1) and Section 20d et seq. Act No. 634/1992, for consumer protection, the seller informs that with a proposal for out-of-court settlement of a consumer dispute, the consumer may turn to the body for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, on the website www.coi.cz. The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in the manner and under the conditions stipulated by the relevant legal regulations. For the avoidance of doubt, nothing in these terms and conditions shall preclude the consumer from having recourse to a civil court.

The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, Internet address: www.coi.cz, is responsible for out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase agreement.

XI. Final provisions

The General Terms and Conditions enter into force on 1.12.2021.

Changes and additions to these conditions can be individually adjusted between the landlord and the client, they must be in writing only. The landlord will use the transferred personal data of the client stated in the stay order only for the concluded contractual relationship between the operator and the client.