#### **GENERAL TERMS AND CONDITIONS**

## 1. Concepts

- 1.1. Customer means a person (natural or legal) ordering and using the services offered in the Accommodation.
- 1.2. Accommodation facility means the operator of the hotel Manfred Schöner, seated Křižíkova 1624 Sokolov, ID No. 12871117, providing the Customer with accommodation services according to the Customer's order.

#### 2. Introductory provisions

- 2.1. These general business conditions govern the contractual relations between the Accommodation Facility and the Customer resulting from the accommodation contract concluded between the Accommodation Facility and the Customer. The contractual relationship between the Accommodation Facility and the Customer is governed by the laws of the Czech Republic, these conditions and the Accommodation Regulations of the Accommodation Facility.
- 2.2. Customers are obliged to get acquainted with the accommodation rules of the Accommodation Facility, which is published on the website of the accommodation facility <a href="www.zamek-kamenny-dvur.cz">www.zamek-kamenny-dvur.cz</a>.

# 3. The process of establishing a contractual relationship and payment for services

- 3.1. The Customer expresses his interest in accommodation services by sending a stay order (accommodation services). The stay can be booked:
  - by phone: +420725530823
  - by e-mail: recepce@zamek-kamenny-dvur.cz
  - via the electronic form on the website: https://zamek-kamenny-dvur.cz/cs/
  - through sales portals: www.hotel.cz, www.spa.cz, www.booking.com, www.slevomat.cz
- 3.2. The contractual relationship between the Accommodation Facility and the Customer is established by the confirmation of the stay order by the Accommodation Facility.
- 3.3. The price for accommodation services is determined by the Accommodation Facility in the price list of the Accommodation Facility accessible on the website: <a href="https://www.zamek-kamenny-dvur.cz">https://www.zamek-kamenny-dvur.cz</a>
- 3.4. The prices stated in the price list of the Accommodation Facility determined by the Accommodation Facility are indicative and are not binding until the binding confirmation of the Customer's stay order by the Accommodation Facility.

- 3.5. The payment for accommodation services will be made by the Customer in the Accommodation Facility upon departure or before arrival, depending on the method of ordering accommodation services.
- 3.6. In the event that the Customer does not use the ordered accommodation services in violation of the accommodation contract, the Accommodation Facility acquires the right to pay a contractual penalty (cancellation fee), in the following amount:
  - 3.6.1.100% of the price of the ordered services, in case of cancellation less than 3 days before the scheduled arrival;
  - 3.6.2.50% of the price of the ordered services, in case of cancellation less than 7 days before the scheduled arrival.
- 3.7. The right to pay a contractual penalty (cancellation fee) does not arise for the Accommodation Facility if the Customer does not use the ordered accommodation services and notifies the Accommodation Facility of the cancellation at least 7 days before the scheduled arrival.
- 3.8. The right to pay a contractual penalty (cancellation fee) does not arise for the Accommodation Facility even if the Customer does not use the ordered accommodation services due to death in the Customer's family, hospitalization of the Customer or a member of his family, serious illness of the Customer. The Customer is obliged to prove such a fact to the Accommodation Facility in a written document within 3 days from the date of their occurrence.

#### 4. Rights and obligations of the Customer

- 4.1. The Customer has the right to the proper provision of ordered and paid accommodation services by the Accommodation Facility. Exceptions are cases of unexpected events, crisis situations and unexpected circumstances (weather effects, power outages, political events, natural influences floods, earthquakes, pandemics, etc.). In such cases, the Accommodation Facility reserves the right to cancel the booked accommodation services.
- 4.2. The Customer is obliged to state all the essentials necessary for the provision of accommodation services and to pay the Accommodation Facility the full price for accommodation services.
- 4.3. The Customer is obliged to comply with legal regulations and internal regulations of the Accommodation Facility.

#### 5. Rights and obligations of the Accommodation Facility

- 5.1. The accommodation facility is obliged to provide the Customer with properly accommodation services ordered by the Customer.
- 5.2. The accommodation facility is obliged to provide the Customer with all information about the stay.
- 5.3. The accommodation facility has the right to change the booked and confirmed stay in the corresponding or higher category while maintaining at least the same standard and price of the

stay. In the event of a change to a lower category, the Accommodation Facility is obliged to notify the Customer of this fact no later than 2 days before the start of the booked stay. If the Customer agrees in writing to such a change, the price will be reduced according to the prices currently valid for the corresponding category according to the price list. In the event that the Customer does not give his express consent to such a change, the reservation will be canceled.

- 5.4. The Accommodation Facility has the right to cancel or refuse in advance the stay of the Customer who did not respect the regulations of the Facility during the previous stay in the Accommodation Facility.
- 5.5. The accommodation facility has the right to adjust the prices of accommodation services due to inflation or price fluctuations and changes according to the current exchange rate when paying in a foreign currency.

## 6. Protection of personal data

- 6.1. By ordering accommodation services by filling out the form, e-mail or telephone, the Customer knowingly communicates his personal data, or data of other persons for whom he is ordering a stay. The Customer agrees to the processing of this data by the Accommodation Facility in connection with the reservation of the stay. Personal data will be processed by the Accommodation Facility in accordance with Act No. 101/2000 Coll., On the protection of personal data, as amended.
- 6.2. The Customer undertakes to ensure the consent of the subject of such data to their transfer before the transfer of personal data of other persons for whom he orders a stay to the Accommodation Facility and to be liable for any damage caused by a breach of this obligation.
- 6.3. Personal data and data on the reservation of the stay are necessary for the proper securing of the reservation by the Accommodation Facility, are stored in a secure database and are not provided to third parties.
- 6.4. The accommodation facility is obliged to take all necessary measures to prevent unauthorized and accidental access of other persons to personal data, change, destruction and loss of personal data of Customers or other persons, unauthorized transfers, processing or other misuse of personal data of Customers or other persons.

## 7. Final provisions

- 7.1. These general business conditions are published on the website of the Accommodation Facility <a href="https://www.zamek-kamenny-dvur.cz">https://www.zamek-kamenny-dvur.cz</a>.
- 7.2. The accommodation facility reserves the right to unilaterally change these general terms and conditions.
- 7.3. These General Terms and Conditions come into force on 1.3.2022. Changes, deviations or additions to these conditions may be individually regulated between the Accommodation Facility and the Customer only in writing.

- 7.4. The legal relationship between the Accommodation Facility and the Customer is governed by the laws of the Czech Republic.
- 7.5. These terms and conditions are published on the website in several language versions. In case of discrepancy between the language versions, the Czech language version shall prevail.
- 7.6. In the event that a consumer dispute arises between the Accommodation Facility and the Customer who is a consumer who fails to resolve it by mutual agreement, the Customer is entitled to submit an out-of-court settlement of such a dispute to the relevant out-of-court settlement of consumer disputes, which is: Czech Trade Inspection Central Inspectorate ADR Department Štěpánská 15 120 00 Prague 2, e-mail address: adr@coi.cz Web: www.adr.coi.cz.