

GENERAL TERMS AND CONDITIONS

26.09.2018

Provider:

Company: ARISTOKRATY HOTELS s.r.o. (Ltd.)
Registered office/place of business: Na Výsluní 201/13, 100 00 Prague 10, Czech Republic
Corp. ID: 25237365
VAT ID: CZ25237365
Registered in the Commercial Register at the Municipal Court in Prague - Section C, File No. 141774
Bankers: UniCredit Bank Czech Republic a.s., Zeyerova 892/7, 360 01
Karlovy Vary, Czech Republic
Account number: EUR: 5225180017/2700 IBAN: CZ7927000000005225180017
CZK: 522518034/2700 IBAN: CZ8127000000000522518034
Tel / fax / e-mail: +420 353 169 500 / +420 353 169 510 / info@hotel-kgm.cz
Delegat: Helena Jungmanová

ARISTOKRATY HOTELY s.r.o. (Ltd.) (hereinafter referred to as AH) is the operator of the spa hotel KARLSBAD GRANDE MADONNA**** at the address Moravská 2A/2093, 360 01 Karlovy Vary, and Aparthotel FESTIVAL **** at the address Kolmá 9, 360 01 Karlovy Vary. ARISTOKRATY HOTELS s.r.o. (Ltd.) is holder of the Certificate of Registration of Private Healthcare Facility, issued on the day of the 8th of July 2004 by the Regional Authority of the Region of Karlovy Vary, Department of Health, for the type and scope of care: physiotherapy, balneology and medical rehabilitation (spa treatment).

Hotels manager - Květoslav Navrátil.

The General Terms and Conditions (hereinafter referred to as "GTC") govern the conditions for providing medical and hotel stays, accommodation, catering, spa and other services by AH. These GTC become valid and effective on the date of the written confirmation of the order by you and the operator of AH, in any written form - electronically (e-mail), by fax, postal letter, and on-line system at the AH website. The on-line system at the websites <http://www.hotel-kgm.cz/en/pokoje-en/rezervace-en/#online> allows for online booking of stays and services offered by AH.

You as a buyer (natural or legal person) booking services at AH do not have to be identical with the person (guest), who will use the booked stay and services. These GTC along with other terms and conditions published on the website constitute in accordance with these GTC a full-fledged agreement between AH and you (the buyer - guest).

By booking medical and hotel stays, catering and other services from AH you also acknowledge that you have read and fully agree with the GTC, which are published on the website of AH on the bottom menu bar. In the case you do not agree with any provision of the GTC, do not book medical and hotel stays, catering and other services of AH.

BOOKING AND PAYMENT

You can make your booking in writing (e-mail, fax) or ON-LINE via the website system. The order must contain specific information for booking confirmation, i.e., name and surname of the guest, number of people (adults and children), the child's age, dates of stay (the exact date of arrival and departure) and specification of services:

- type of room (single, double, triple, suite and apartment with bay window)
- type of board (BB - breakfast, HB - breakfast and lunch or breakfast and dinner, FB - breakfast, lunch and dinner)
- type of treatment (comprehensive spa therapy, weight reducing spa treatment, regenerative spa treatment or a selection of wellness packages)
- additional services (transport, excursions...)

After approval and confirmation of the booking, an invoice (for 100% of the price of the booked stay) will be issued that must be paid within a specified deadline listed on the invoice. From 11.10.2019 the price does not include a mandatory spa tax/bed of 21,- CZK per person/night (applies to guests over 15 years old). The spa tax is paid by the guest at the hotel directly by cash or credit card.

If you do not pay the invoice within the specified period, your booking will be automatically cancelled. The date of payment means the day of crediting the funds to the account of AH. Bank fees associated with the payment are paid by you (the buyer - guest), the amount credited to the account of AH must match the amount shown on the invoice.

After making the payment (i.e., crediting the amount to the AH account) you will receive a VOUCHER entitling you to use the paid services. The voucher contains information according to the specified booking including a list of ordered and paid services. It is your responsibility to check the accuracy of the information and data contained. When finding any discrepancy, immediately contact AH at the contacts provided.

If you pay the invoice by credit card, AH may charge a fee to cover the expense for this banking operation, according to the following overview:

- up to € 1000	fee of € 16	- up to CZK 27,000	CZK 432
- from € 1,001 to € 2,000	fee of € 32	- from CZK 27,001 to 54,000	CZK 864
- from € 2,001 to € 5,000	fee of € 68	- from CZK 54,001 to 135,000	CZK 1,836
- from € 5,000	1.70%	- above CZK 135,000	1.70%

The booking.com online portal's system is installed on the website <http://www.hotel-kgm.cz/en/pokoje-en/rezervace-en/#online> for instant booking, and it is governed by the rules and conditions given currently on the portal.

RIGHTS AND OBLIGATIONS

As a buyer - guest you have the right to:

- the proper provision of services ordered and paid during the stay (except *acts of God* - unavoidable events of *force majeure* such as adverse weather, energy outages, political events, natural effects - floods, earthquakes, etc., when AH reserves the right to a change or cancellation)
- to cancel your booking any time before the start of the stay but in full compliance with and with knowledge of the compliance with cancellation fees set in the cancellation conditions, which represent compensation for damages caused to AH
- claim defects or deficiencies of services provided during your stay in line with and according to the Complaints Procedure of AH
- reject the offer if AH changes the accommodation to another hotel

As a buyer - guest you must:

- completely and correctly specify all required and essential elements needed for the booking
- pay the full price for the booked stay services within the set deadline to AH
- before confirming the booking familiarize yourself with contraindications for the spa treatment, which are listed on the <http://www.hotel-kgm.cz/en/lezeni-en/indikace-karlovarske-lazenske-lecby-en/>
- check documents prepared by AH (INVOICE, VOUCHER...) and when incorrect booking is discovered, contact AH immediately
- abide by the laws and internal regulations of AH

- Information tourist about spa tax. From 11.10.2019 the price does not include a mandatory spa tax/bed of 21,- CZK per person/night (applies to guests over 15 years old). The spa tax is paid by the guest at the hotel directly by cash or credit card.

AH as Provider is obliged to:

- provide the buyer - guest with information on booking of the stay services
- confirm to the buyer - guest their booking within maximum of 24 hours in the case of free accommodation capacity according to specifications;
- provide the buyer - guest with services within the confirmed extent and set quality levels of the certified facility of AH

AH as Provider has the right to:

- in the case of *force majeure* (unavoidable circumstances) to change the stay location to accommodation of the same or higher category, while maintaining the same or higher standards
- in the case of impossibility to provide the same or higher category and standard, offer a lower category, with reduced prices and financial compensation for the stay services, and do so only if you approve this change. In the case of disagreement with this change, the booking will be cancelled together with financial compensation
 - return of money paid for the stay.
- cancel or refuse a stay to a guest who did not abide with the regulations of AH in their previous stay

CANCELLATION OF CONTRACT - BOOKING

You can withdraw from the Contract - cancel the booking (hereinafter referred to as "Cancellation") any time if you make it in writing and can prove delivery to AH and receive a written confirmation by AH afterwards; in this case AH has the right to charge a fee for damage caused by the cancellation of the confirmed stay (hereinafter referred to as "cancellation fee"). The amount of the cancellation fee depends on the total number of days between the date of confirmation of the written cancellation by AH and the first day of the booked and confirmed stay. In the event of cancellation of the order, AH will within 14 days carry out the accounting and return the payment after deduction of cancellation fees charged according to the following overview.

Orders can be cancelled only in writing by e-mail or fax and always to the e-mail address from which your booking was confirmed. Cancellation fees are charged as a percentage of the total price of confirmed stay services in the amounts as follows:

24-15 days before arrival	30% of the total price of stay or service;
14-3 days before arrival	50% of the total price of stay or service;
2-0 days before arrival	100% of the total price of stay or service.

In the event you cancel the booking within the time limits that are longer than 30 days until the first day of arrival, AH will refund the paid stay services in full (after deduction of bank fees for sending payments and order processing fee, which includes the costs associated with order processing). The minimum processing fee is CZK 330.

CHANGING OF BOOKING

- AH has the right to charge a fee for changing the stay in the amount of CZK 330 (about € 12)
- No amount is charged by AH for a change in the person (substitute)

EARLY TERMINATION OR INTERRUPTION OF STAY

- A cancellation fee is charged for early termination or interruption of stay (for whatever reason), for the full number of shortened days and in 100% of the amount of the booked stay.
- In the event that the guest does not start the stay in line with the pre-ordered deadline (for whatever reason), AH will charge a cancellation fee for the days not utilized during the stay (the value of the unused stay will not be returned)

PRIVACY

During booking the stay services with AH and starting the registration, you provide some of your personal data. By doing so, you also automatically express your consent to the collection and processing of such data both to the sales department and AH, for the purpose of proper provision of services of an organizational nature under these GTC. Personal data shall be processed in compliance with Act No. 101/2000 Coll. on the protection of personal data and information. Personal data and booking details are necessary to ensure proper booking by the Sales Department and AH and are stored in secure databases.

CONSUMER PROTECTION:

Prior to the conclusion of the GENERAL TERMS AND CONDITIONS, we are herewith providing you with all the mandatory information pursuant to provisions § 1811 and § 1820 of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "Civil Code").

_____, as the accommodation provider, is providing the accommodated guests with the following pieces of information:

- a) accommodation provider's identity and contact data: _____, IČO: _____, based at: _____, DIČ CZ [•], a company entered in the Companies Register held with _____, section _____, file _____, electronic mail address: [•], telephone number: [•];
- b) accommodation provider's main subject of enterprise: rendition of accommodation services;
- c) specification of the services: the accommodation provider arranges for accommodation and for services related to accommodation on behalf of the accommodated guests subject to the terms and conditions stipulated in a written GENERAL TERMS AND CONDITIONS;
- d) price of the provided service: the total price of the services rendered is _____
- e) method of payment and method of performance: the accommodated guest shall provide all payments agreed in the GENERAL TERMS AND CONDITIONS in cash or through a noncash transaction crediting the accommodation provider's bank account whose number and variable symbol will be communicated to the accommodated guest by the accommodation provider in writing;
- f) cost of remote communication: the costs associated with any means of remote communication shall be determined by the entities providing services employing such remote communication means and these costs shall not differ from their standard rates;
- g) data concerning the existence, methods and conditions governing out-of-court settlements of consumer complaints, inclusive of the information on whether it is possible to seek assistance from a supervisory body: The accommodated guest shall have the right to file a motion for out-of-court settlement of the dispute with the designated entity in charge of out-of-court consumer dispute settlements, which is:

The Czech Trade Inspection Authority (CTIA)

Central Inspectorate - ADR Department
Štěpánská 15

120 00 Praha 2

E-mail: adr@coi.cz

Web: <https://adr.coi.cz>

The Czech Trade Inspection Authority is a supervisory body monitoring consumer protection, acting in pursuance of Act No. 64/1986 Coll., The Czech Trade Inspection Authority Act as amended, and additional legal regulations. The Czech Trade Inspection Authority's website is www.coi.cz.

- h) In conformity with the provision § 1837 item j) of Civil Code, no right of withdrawal from the accommodation contract shall arise for the accommodated persons as consumers as long as the accommodation facility provides the contractual performances within the designated deadlines.
- i) identification of the European Union member state or member states whose legal regulations will be governing the relationship between the accommodated guest and the accommodation provider which has been established through the accommodation contract: Czech Republic.
- j) information concerning the language to be used by the accommodated guest in negotiating with the accommodation provider along the contract duration and in which the contract terms and conditions and additional data will be communicated to the accommodated guests: Czech language.

CONSENT TO RECEIVE OFFERS

Upon booking, you can give your consent to receive current offers from the Sales Department and AH. Withdrawal of consent to sending of current offers can be made by telephone or e-mail to the contact: astra2@ck-astra.cz. Your disagreement to sending of offers can also be expressed by selecting the appropriate link at the bottom of each information e-mail where you can delete your e-mail address from the sending database both at the Sales Department and AH.

FINAL PROVISIONS

The Sales Department and AH reserve the right to unilaterally amend the GTC with the proper marking of the date of validity and effectiveness of the new GTC. Your booking is always subject to the GTC, which were in effect at the time of the booking and when it was confirmed to you.

Changes and additions to these GTC can be adjusted individually between you and AH, exclusively in writing.

These General Terms and Conditions (GTC) shall enter into effect on 26.9.2018.

PRICE ARRANGEMENTS AND INFORMATION FOR YOUR STAY

Hotel reserves the right to change/cancel the current prices or special offers

Validity: 26.9.2018 – 10.1.2021

The KARLSBAD GRANDE MADONNA and APARTMENT HOTEL FESTIVAL:

The reception at KARLSBAD GRANDE MADONNA hotel serves non-stop also for APARTMENT HOTEL FESTIVAL and takes care of registration, administrative services, catering and treatment.

Tel .: +420 353 169 500

Fax .: +420 353 169 510

E-mail: info@hotel-kgm.cz

ESSENTIAL INFORMATION FOR BOOKING OF STAY

- name and surname of the guest, date of birth, permanent address, contact (mobile phone, email)
- Number of people, period of stay (from-to), length of stay, place of stay - KARLSBAD GRANDE MADONNA or FESTIVAL, and type of room
- Name of stay (type of treatment) - a comprehensive spa treatment, weight reducing spa treatment, regeneration spa treatment or a selection of wellness packages
- type of room (single, double, triple, suite and apartment with bay window)
- type of board (BB - breakfast, HB - breakfast and lunch or breakfast and dinner, FB - breakfast, lunch and dinner)
- additional services (transport, excursions ...)

PAYMENT OF STAY

Payment of the ordered services must be made before arrival. The conditions and the bank account number can be found in the General Terms and Conditions at <http://www.hotel-kgm.cz/en/> in the section BOOKING AND PAYMENT.

- From 11.10.2019 the price does not include a mandatory spa tax/bed of 21,- CZK per person/night (applies to guests over 15 years old). The spa tax is paid by the guest at the hotel directly by cash or credit card.
- CHECK IN - 2 p.m. (the earliest time it is possible to be accommodated)
- CHECK OUT - 12 p.m. (the time you need to leave the room on the day of departure)
- CHARGE for late check-out - until 3 p.m. - € 30 (CZK 810)
- CHARGE for late check-out - until 8 p.m. - € 50 (CZK 1350)
- PRICE FOR ACCOMPANYING ANIMAL (DOG) - € 25/night (CZK 675)
- PRICE FOR CHILDREN COT (for children up to 2 years of age) - € 10/night (CZK 270)
- CHILDREN UNDER 3 years of age (without meals and treatment) ON THE BED WITH THEIR PARENTS - FREE OF CHARGE
- DISCOUNT FOR ADDITIONAL BED IN THE SUITE IS 20%