

GENERAL TERMS AND CONDITIONS

General Terms and Conditions (hereinafter the "Conditions" only) of the company Lázně Luhačovice, a. s., settled in Luhačovice, ZIP code 763 26, Lázeňské nám. 436, ID No.: 46347828, registered in the Regional Court in Brno, Section B, Entry 809 (hereinafter the "Spa" only) govern the contractual relation between the company Lázně Luhačovice, a.s., and the natural person ordering the stay at the spa (hereinafter the "Client").

I. Order of the stay, commencement of the contractual relation

The Client orders the stay and related spa services with written order sent by mail, fax, electronically or submitted personally.

The order must contain:

- Name and surname, date of birth, address of the permanent residence, contact details (telephone, e-mail) and nationality in case the order is purchased for a foreigner.
- Name of the correspondent stay (the range of accommodation, catering and spa treatment services in case any of those are ordered separately), number of persons, date of the stay, length of the stay (number of nights), the place of accommodation (hotel or pension) and room category.
- Other services as per individual requirements – not included in the price of the stay (parking,...).

Properly issued and submitted order is binding for the Client.

The Spa reserves the right to change or specify unilaterally particular conditions of the concrete offer before the contract is concluded.

The Spa reserves the right to refuse the order in case the customer broke significantly the internal rules of the spa facilities where he/she was using their services during his/her last stay.

Contractual relation (hereinafter the "Contract" only) between the Client and the Spa is established with the order confirmation of the stay. The contract is a commitment of the Spa to provide the Client with the ordered spa stay in agreed scope and quality of all contracted services (hereinafter the "Stay" only) and the Client's commitment to pay the agreed price to the Spa.

By submitting the order to the Spa, the Client confirms that he is familiar with the Terms and Conditions and that he agrees with them. These Terms and Conditions form an integral part of the Contract. These conditions shall apply in case the Contract or other written agreement between the contractual parties does not contain a different provision. Particular provision of these conditions can be changed or eliminated in the Contract. Terms and Conditions of the Contract apply to all persons listed in the order confirmation.

Persons under 18 years can have the stay in the spa only if accompanied by an adult person.

The Spa processes the personal data of the client, as a data subject, only for the purpose of fulfilling the contract or contractual arrangements between the spa and the client, and for the fulfillment of legal obligations. Apart from the processing of personal data according to the previous sentence, the Spa can process the personal data of the client only based on his expressed, voluntary, free, specific, informed and unambiguous consent for the purpose stated in the client's consent, which the client is entitled to revoke at any time.

The conclusion of the contract between the Spa and the client is not conditioned by granting or not granting the consent to the processing of personal data of the client.

The Spa handles personal data and protects the client's personal data from disclosure and use by third parties in accordance with the Regulation (EU) No. 2016/679 of the European Parliament and of the Council from 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 (the General Personal Data Protection Regulation) and Act No. 110/2019 Coll., on the personal data processing.

The privacy policy of the spa is available on the spa websites www.LazneLuhacovice.cz and www.HotelAlexandria.cz (hereinafter referred to as the "website").

II. Rights and Obligations of the Client

The Client has the right to:

- Be fully informed by the Spa about the ordered stay, i.e. its scope, dates and prices.
- Be duly provided with the stay that he ordered and paid and that was properly confirmed by the Spa.
- Cancel the confirmed order any time before the beginning of the stay while respecting the cancellation policy according to the Art. IX. of these Conditions.
- Claim defects of provided services in compliance with the Complaints Procedure of the Spa.

- Submit a proposal for an out-of-court solution of the dispute to a designed entity of Alternative Dispute Resolution which is the Czech Trade Inspection:

- Central Inspectorate – ADR department
Štěpánská 15, 120 00 Praha 2
e-mail: adr@coi.cz, www.adr.coi.cz

The Czech Trade Inspection is a supervisory authority concerned in the protection of consumers, acting in accordance with the Law No. 64/1986 Coll., on the Czech Trade Inspection, as amended, and other legislation.

The website of the Czech Trade Inspection is www.coi.cz.

The Client is obliged to:

- Specify fully and properly all needed requirements of the order.
- Pay the agreed price to the Spa by the required due date.
- Comply with all internal regulations of the spa facility which services the Client takes advantage of.

Behave in that way to avoid damage to health or property of the Spa and other Clients.

Pay for any damage caused by using the services, incurred to the Spa or other service providers by the Client or other persons who take advantage of the spa services with the knowledge of the Client.

III. Obligations of the Spa to the Client

The Spa is obliged to:

- Provide the Client with all information about the ordered stay.
- Arrange the stay for the Client in compliance with the concluded contract and generally binding legal regulations.
- In case of the withdrawal from the Contract from the part of the Client, to pay the amount corresponding to the price difference between the already paid amount for the stay and the applicable cancellation fee within 14 days after the receipt of the written cancellation.

IV. Prices of services and their payment

Prices of services provided by the Spa are mentioned in currently valid catalogues, offer sheets, price lists or on the website.

All prices for stays are given in relevant currency, include VAT and all mentioned procedures. In case the stay will take place in two seasons, the total price is calculated for each season separately and then summed up. Prices are valid for fully occupied room / studio / suite only. Prices do not include any insurance.

Client who is not a citizen of the Czech Republic or does not have permanent residence in the Czech Republic pays his stay in EUR. Prices in EUR are published at the website www.SpaLuhacovice.cz. The transferor, i. e. the Client, shall pay all charges related to the bank transfer made in foreign currency.

The sales department or the hotel reception will provide the Client with all prices for services not mentioned in actually valid price lists or at the website www.SpaLuhacovice.cz, before submitting the order.

The due date and the payment method is announced by the spa to the client in the stay / gift voucher confirmation. Payment of the stay / gift voucher means the date when the amount is credited to the bank account of the spa.

The Client must make the payment for ordered services in advance, no later than one month before the stay begins, if not stated otherwise in the order confirmation. In case the stay is ordered one month or less before the arrival of the Client, the Client gets the information about the payment method and due dates in the order confirmation, or when placing the order respectively. Payment of the stay is completed when the full amount is credited to the bank account of the Spa.

In case the stay is ordered three days or less before the arrival of the Client, the Client can make the payment on site immediately after his arrival to the spa.

For stays in TOP seasons, an advanced payment of 50 % of the value of the ordered services is required. This amount is payable within 14 days after the order confirmation of the stay. The Top season means stay from 21st of December to 2nd of January of the following year, both inclusive, and also stays in other dates of the year that are published in current valid price lists, offers or on the spa website.

Before issuing a gift voucher, 100 % of the voucher amount must be fully paid. Purchased spa gift vouchers are non-refundable. All gift vouchers are valid until the date mentioned on them (max. 1 year).

Purchased spa gift voucher can be used only for paying the stays and services provided by the Spa. In case the full amount of the voucher is not used, Spa does not pay out the remaining amount of the voucher in cash or money.

The Client can pay for the stay by following methods:

- Bank cashless transfer or cash deposit in EUR to the following bank account of the Spa:
 Account No.: 27-770590297/0100 at Komerční banka, a.s.
 SWIFT CODE: KOMBCZPPXXX
 IBAN: CZ390100000270770590297
 PAYEE: Lázně Luhačovice, a.s., Lázeňské náměstí 436,
 763 26 Luhačovice, CZ
- Credit card payment on-line via Internet
- Credit card payment at the hotel reception
- Cash payment at the hotel reception

The stay of the Client or its part can be paid by the employer or other establishment or company. In such case, the Client shall mention this information when submitting the order and, based on the order, the stay is invoiced further in accordance with applicable regulations.

In case that it is not possible for time reasons to pay the stay in advance and the Client needs to pay the stay on site upon his arrival (by a credit card or in cash), the payment of the stay must be completed at the reception of the spa facility before the first spa service is rendered.

Services ordered on site are payable no later than the last day of the stay or the last day when the service is rendered.

In case the price of the stay is not paid properly and on time, the Spa can refuse to provide the stay and correspondent services and has the right to withdraw from the Contract.

V. Confirmation of the stay

Order confirmation issued by the Spa entitles the Client to undergo paid services. The order confirmation must contain: name and surname of the Client, date of the stay, name of the stay and the accommodation facility, room category, number of persons, list of ordered services, price and payment due date. The Client is obliged to control carefully all mentioned information on the order confirmation and contact the sales department of the Spa immediately in case of any discrepancy found.

VI. Arrival to the stay

After the arrival, the Client must show his identity card and order confirmation of the stay at the reception of the correspondent accommodation facility.

With regard to the treated diseases, it is not allowed to stay in the spa with dogs and other animals. It is forbidden to smoke at all spa hotels and pensions.

VII. Agreed services

Only the sales department assigns particular room of selected category to customers. In case the Client wants to purchase particular room (room number), it can be reserved for a fee as per the current valid spa price list. The fee for particular room reservation is non-refundable.

In case there is only one room of selected type and category (for example suite or studio), then such room is not subject of the fee for the particular room reservation.

The payment of the fee for the particular room reservation is due in 14 days from the stay confirmation. In case the payment is not done within the due date, the reservation of the particular room will be automatically cancelled.

In case the spa capacity allows that, the Client can ask for the change of the room on site. The fee for changing the room is paid on site by the customer as per the current valid price list of the spa.

The change of procedures within stay packages with fixed procedures is not possible. The change of procedures is possible due to health reasons within the stays with medical supervision. The change of the procedure is free of charge and must be prescribed by the physician. The client pays a fee as per the current valid price list of the spa for any change of already timed procedure.

In case the Client does not undergo some of the ordered and paid services for any reason (early-terminated stay, some of the paid services not taken because of the current health condition or discovered contraindication of the Client, etc.), the Client is not entitled to any cash or money compensation.

VIII. Change of the order

Changing the confirmed order means changing the arrival date or changing the services (changing the stay, length of the stay, the accommodation facility or the room, reducing the boarding or changing the method of the payment). For such change, the customer pays a lump-sum handling fee of 4 EUR. Extension of already confirmed services is not considered as a change of the order.

IX. Withdrawal from the Contract and Cancellation Policy

The Client has the right to cancel the stay anytime, i. e. to withdraw from the concluded contract. Client's withdrawal from the Contract (hereinafter the "Cancellation" only) must be submitted by e-mail or other written form and provably delivered to the Spa. The Spa is entitled to require a compensation fee

(hereinafter the "Cancellation fee") which is determined by the number of days between the cancellation date and the starting day of the stay.

The cancellation fee is calculated from the total, i. e. ordered value of the stay with the following percentage rates:

Cancellation received	whole year 02.01. - 20.12. except the TOP season	Top season according to the article IV of these Conditions
28 days or more before arrival	10 %, min. 12 EUR/person	30 %
27 – 14 days before arrival	20 %	50 %
13 – 3 days before arrival	50 %	80 %
2 days or less before arrival, or the cancellation was not submitted at all	100 %	100 %

The day of the cancellation means the day when the cancellation was delivered to the Spa. The cancellation day is included to the calculation of the number of days influencing the height of the cancellation fee; the first day of the stay is not included to this calculation. In case of the withdrawal from the contract, the Spa must make the bill clearing and return the amount of money paid for the stay, deducting the cancellation fee, to the Client within 14 days.

In case of a confirmed order for double room when the second person cancels the order, the Client is obliged to pay a surcharge for unoccupied bed, being the amount of the surcharge the same as the price for accommodation of second person in a double room. If the capacity of the spa facility allows that, the Client can be accommodated in a single room of similar category. In such case, the Client is obliged to pay a surcharge for a single room as per the currently valid price list of the Spa.

If the Client agrees an alternative date with the Spa and arrives to the Spa in new agreed dates, the cancellation fee is not charged in case of following obstacles disabling the Client to come to the Spa in original dates: sudden illness proved by medical confirmation, natural disaster, death of a family member (husband, wife, parent, child). The condition is to arrive to the spa for the stay in alternative dates in 1 year latest from the original cancelled date. This provision does not apply to stays taking place in the TOP season, according to the article IV of these General Conditions.

X. Final Provisions

These General Terms and Conditions come into force on 01. 12. 2019 and cancel all previous applicable terms and conditions. Contractual relations established prior to the effective date of these General Terms and Conditions remain in force and shall be governed by the terms and conditions applicable at the time of their creation.

General Terms and Conditions do not apply to group stays, which means stay orders for 10 persons and more arriving and leaving at the same day. Terms and conditions for group stays will be specified in the order confirmation.

The Spa is entitled to modify and amend unilaterally these Conditions by publishing them on the spa website www.SpaLuhacovice.cz.

Contractual relations between contractual parties shall be governed by the Czech law within the jurisdiction of the courts of the Czech Republic. Any contractual relations not covered by the Contract and by these General Terms and Conditions are governed by the Civil Code and other generally binding legal regulations.