## Accommodation rules

1. These accommodation rules apply to the accommodation facility AQUA Park Špindlerův Mlýn s.r.o., Špindlerův Mlýn 301-310, 543 51 Špindlerův Mlýn (hereinafter referred to as the "accommodation facility").

2. The accommodation facility can only accommodate a properly registered guest. For this purpose, the guest shall present his ID card, valid passport or other identity document to the responsible employee of the accommodation facility immediately upon arrival, fill out the registration form, in which he will provide his identification data, email address and registration number of his car. Consent to the processing of personal data is part of the login form.

3. In exceptional cases, the accommodation facility may offer the guest accommodation other than that originally agreed upon, if it does not differ significantly from the confirmed order.

4. On the basis of the ordered accommodation, the accommodation facility is obliged to accommodate the guest no later than 7 p.m. - it will reserve the room for the guest by this time, unless otherwise stated on the order.

5. In the event that the guest requests an extension of accommodation, the accommodation facility can offer him a different room in a different price range than the original one. In this case, the guest is not entitled to accommodation in the room in which he was originally accommodated, nor to accommodation in another room, if this is not possible due to capacity or operational reasons of the accommodation facility.

6. If the guest orders a single room in advance and the order has been confirmed (if the accommodation facility does not respond to the guest, he expresses his agreement with it - the order is considered confirmed), the accommodation facility charges the guest only the price for a single room, even if he accommodates- if a guest in a multi-bed room. This policy also applies to the order and its confirmation for a double or triple room, if the guest is staying in a multi-bed room.

7. A guest who orders accommodation before 12 o'clock and the room could not be rented the previous night must pay for the accommodation for the previous night as well.

8. The guest uses the room for the period agreed with the accommodation facility.

9. If the accommodation period was not previously agreed upon otherwise, the guest shall check-out by 10:00 a.m. at the latest and vacate the room at the same time. If the guest does not do so within the specified time, he will be charged a fee according to the valid price list of the accommodation facility. The room is considered vacated after the guest has taken all his belongings out of the room, handed over the key to the reception and notified the authorized employee of the accommodation facility that he is checking out of the accommodation.

10. When leaving, the guest closes the water taps in the room, turns off the lights in the room and its accessories, and switches off all electrical appliances. After locking the room, the guest hands over the key to the reception.

11. In case of loss of the room key, the guest will be charged a fee according to the valid price list.

12. A fee will be charged for soiling the room or destruction of the equipment according to the degree of soiling (damage) in accordance with the price list of the accommodation facility.

13. Smoking in the buildings of the complex is strictly prohibited under penalty of fine according to the valid price list of the accommodation facility.

14. The use of any narcotic and psychotropic substances is strictly prohibited in the accommodation facility. The accommodation facility is entitled to inform the Police of the Czech Republic and immediately cancel the accommodation of a guest who has violated this prohibition, without compensation.

15. The accommodation facility has reserved the restaurant premises for receiving visitors. The guest can receive visitors in the room only with the consent of the management of the accommodation facility and after entering the guest book, and only between 8:00 a.m. and 10:00 p.m. Outside the specified time, a fee of CZK 500 will be automatically charged to the hotel room account and the visit will be recorded in the visitor's book.

16. In the room or social areas of the accommodation facility, the guest may not move the equipment, carry out repairs or any interventions in the electrical network or other installations without the consent of the management of the accommodation facility.

17. Guests are not allowed to use their own electricity in the accommodation facility and especially in the rooms. appliances. This regulation does not apply to e. appliances for the guest's personal hygiene, shavers or massage machines, hair dryers, etc.

18. Guests are not allowed to take into the room sports equipment and objects for which another place is reserved. The guest is informed about the safekeeping of these things at the reception.

19. For safety reasons, it is not allowed to leave children under the age of ten without adult supervision in the rooms and other areas of the accommodation facility.

20. Dogs and other pets can be in the premises of the accommodation facility, subject to the consent of the reception, for a fee according to the current price list. The price does not include feeding. The owner of the animal is obliged, upon request of the staff of the accommodation facility, to prove that it is in good health by presenting a valid vaccination certificate. The owner of the animal is responsible for its behavior and any damage caused to the property of the accommodation facility. In the event that the owner is unable to manage his pet and this disturbs the peaceful stay of other customers, the accommodation facility is entitled to unilaterally terminate the stay of the client with the pet.

21. In the period from 22:00 to 06:00, the guest is obliged to keep quiet at night.

22. The guest is responsible for damages caused to the property of the accommodation facility according to applicable regulations.

23. The accommodation facility is responsible for damage to things brought by the guest into the premises reserved for accommodation or for storing things, up to one hundred times the price for accommodation per day. The guest must exercise the right to compensation for damage to the representative of the accommodation facility without undue delay, no later than 15 days after the day on which he had to learn about the damage.

24. The guest is obliged to keep valuables, jewellery, weapons and cash in safekeeping. Storage will be done through a lockable box in the guest's room. In the event that the above-mentioned items are not kept in safekeeping, the accommodation facility is not responsible for damage.

25. For the accommodation and services provided, the guest is obliged to pay the price in accordance with the valid price list of the accommodation facility, but no later than on the day of the end of the stay based on the presentation of the bill, or invoices, together with the billing of advances provided by the guest. For a stay longer than 7 days, the guest is obliged to pay for the entire stay no later than the seventh day of the stay, unless the accommodation facility has

agreed otherwise with the guest. Account or invoice, is payable upon presentation to the guest. In the case of a one-night stay, the guest pays for the accommodation in advance.

26. The price list for temporary accommodation and other services, including currently valid marketing campaigns, can be viewed at the reception.

27. The accommodation facility is entitled to charge cancellation fees, and to use any deposit made by the guest to pay them, in the event that the guest cancels his stay reservation in writing, electronically or by phone according to the following conditions (unless other cancellation conditions are agreed in the written order):

Cancellation terms and fees:

45 - 30 days before arrival = 20% of the total price

29-15 days before arrival = 50% of the total price

14-0 days before arrival or non-arrival = 100% of the total price

28. Complaints from guests and any suggestions for improving the operation of the accommodation facility are received by the reception of the accommodation facility, possibly they can be listed in a form on the hotel boards located in the rooms.

29. Parking is possible in a reserved place on the premises of the accommodation facility and is free for guests. Magnetic cards are used for entry and exit. It is forbidden to park outside the designated parking spaces in the complex. The accommodation facility is not responsible for theft or damage to motor vehicles left in the parking lot. The property advises guests to make sure their car is properly locked and secured. He also recommends not leaving personal items loose in the car.

30. The accommodation facility will provide medical assistance or transport to the hospital in the event of a guest's sudden illness during reception hours.

31. The use of the accommodation facility based on these Accommodation Regulations is prohibited for persons affected by infectious diseases.

32. The guest is obliged to comply with the provisions of these accommodation regulations. In the event that the guest does not comply with the accommodation rules, the management of the accommodation establishment has the right to withdraw from the provision of accommodation services and withdraw from the accommodation contract before the agreed time has expired. In such a case, the accommodation facility has the right to full payment of the accommodation price. The guest must then leave the accommodation immediately.

33. Disputes arising from the provision of accommodation will be resolved through the courts of the Czech Republic. In disputes about compensation for damages, in which the defendant is a person residing in one of the EU member states, jurisdiction is given to the court of the place where the damage occurred, according to Article 7, point 2 of the Regulation of the European Parliament and of the Council (EU) No. 1215 /2012/EU of 12 December 2012 on jurisdiction and the recognition and enforcement of court decisions in civil and commercial matters.

## **Complaints Procedure**

1. This complaint procedure applies to the accommodation facility AQUA Park Špindlerův Mlýn s.r.o., Špindlerův Mlýn 301-310, 543 51 Špindlerův Mlýn and is issued to ensure the correct procedure for exercising and handling the rights of guests of the accommodation facility, within the framework of responsibility for the services provided .

2. Services means the provision of tourism services, especially accommodation and other services provided by the reception desk and services in the hotel restaurant, swimming pool and wellness center.

3. Liability for defects in the service provided is governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code.

4. If the guest discovers that the service provided to him by the accommodation facility has a defect, he can exercise his right from responsibility for this defect (hereinafter referred to as a complaint).

5. Hotel guest - the customer can make a complaint orally or in writing.

6. The guest is obliged to make a complaint without undue delay. His right expires if it has not been exercised within 6 months of the provision of the service, or the day the service should have been provided.

7. The guest applies the complaint directly to the management of the accommodation facility, or to the responsible representatives in the event of his absence. If it is not possible to handle the complaint immediately, a record of the complaint will be written directly with the guest. This record will include the guest's personal data, the subject of the complaint and the guest's possible request for their handling. If, when making a claim, the guest submits related or other documents related to the claim as a basis, this fact must be explicitly stated in the record of the claim. The record is signed by both the representative of the accommodation facility and the guest. The guest will receive one copy of the record. The management of the accommodation facility is obliged to deal with the claim made in this way no later than 30 days after its application.

8. If the guest complains about a defect in the services during their provision, it is the duty of the operator or the responsible representative to decide on the complaint immediately.

9. If the nature of the case requires it, the operator or the responsible representative may request the necessary cooperation from the guest when handling the complaint, in particular the submission of information, presentation of documents, etc.

10. Settlement of a justified complaint consists in the free removal of a defect in the service, or in supplementing the service, if this is possible according to the nature of the service, in the provision of a replacement service. If this is not possible, the operator will provide a discount on the price of the agreed and claimed service, and will refund the corresponding price of the service not provided, which the guest could not use at all due to defects.

11. The guest has the right to compensation for the necessary costs incurred in connection with the exercise of the right from liability for defects. This right must be exercised within one month after the expiry of the period until which the right from liability for defects can be exercised, otherwise it will expire.

## **Consumer protection**

We hereby provide you with all information in accordance with the provisions of § 1811 and § 1820 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code") before concluding the accommodation contract.

Hotel AQUA Park Špindlerův Mlýn, as an accommodation provider, provides the following information to accommodated guests:

a) Identity and contact details of the accommodation provider: AQUA Park Špindlerův Mlýn s.r.o., ID number: 25963589, registered office: Špindlerův Mlýn 300, VAT number CZ25963589, company registered in the commercial register maintained by the Regional Court of Hradec Králové, section C, file 17822, address for electronic delivery mail: [9nrmxrt], phone number: 499 523 045;

b) main business of the accommodation provider: provision of accommodation services;

c) description of the service: the accommodation provider provides accommodation and services related to accommodation for the accommodated guests on the basis of the conditions specified in the written accommodation contract;

d) the price of the provided service: is governed by the valid price list. All taxes and fees are included in the price set in this way;

e) method of payment and method of fulfillment: the accommodated guest will provide all payments agreed in the accommodation contract in cash or cashless to the accommodation provider's bank account, the number and variable symbol of which the accommodation provider will communicate to the accommodated guests in writing;

f) costs of means of distance communication: costs of means of distance communication are determined by entities providing services of means of distance communication and these costs do not differ from the basic rate;

g) information on the existence, method and conditions of out-of-court handling of consumer complaints, including information on whether it is possible to contact a supervisory authority:

the accommodated guest has the right to submit a proposal for an out-of-court settlement of such a dispute to the designated entity for out-of-court settlement of consumer disputes, which is

the Czech trade inspection

Central inspectorate - ADR department

Štěpánská 15

120 00 Prague 2

Email: adr@coi.cz

Website: adr.coi.cz

The Czech Trade Inspection is a supervisory authority supervising consumer protection, proceeding in accordance with Act No. 64/1986 Coll., on the Czech Trade Inspection, as amended, and other legal regulations. The website of the Czech Trade Inspection is www.coi.cz.

h) in accordance with the provisions of § 1837 letter j) of the Civil Code, guests who are accommodated as consumers do not have the right to withdraw from the accommodation contract if the accommodation provider provides performance within the specified time.

i) designation of the member state or member states of the European Union, whose legal regulations will govern the relationship between the accommodated guest and the accommodation provider established by the accommodation contract: Czech Republic;

j) information on the language in which the accommodated guest will communicate with the accommodation provider for the duration of the accommodation contract and in which he will provide the accommodated guests with contractual terms and other information: Czech language.