

# **Business Terms and Conditions**

## **1. Contracting Parties**

Mutual contractual relations between the participants of the stay (hereinafter referred to as the Customer) and the operator of Hotel Starý mlýn in Rokytnice nad Jizerou, i.e. Ing. Vladimíra Krejčí, Company ID: 65712293 (hereinafter referred to as the Accommodation Provider), are governed by the provisions of the Civil Code and Commercial Code and are regulated herein. The Accommodation Provider reserves the right to show even other conditions and information in his sales materials which have precedence over the provisions of these Business Terms and Conditions.

Health or other insurance covering the Customer is not within the scope of the services granted by the Accommodation Provider. Foreign Customers shall behave in conformity with Czech legislation regulating passport and visa conditions.

## **2. Prices and Changes to them**

Approximate prices of accommodation and other possible services are contained in the presentation materials of the Accommodation Provider (website, leaflets, etc.). The price contained in the booking confirmation or in the e-mail quotation (hereinafter referred to as the Voucher) is mandatory for the Customer.

For the volume of contractually agreed services and prices, the list of those in the voucher is binding.

## **3. Commencement of Contractual Relations and Advance Payment**

By filling in the Binding Order, the Customer is obliged to settle the ordered services. At the moment of confirmation of the order by the Accommodation Provider, this Contract becomes valid and binding for both Parties hereto. The confirmation is fully valid if sent by e-mail, even without a signature or stamp (and/or by facsimile and/or by post).

The Hotel reserves the right to carry out preliminary authorization of the customer's credit card before his arrival or to request the advance payment transferred to the account.

The validity of the booking is restricted by the term specified for settlement of the advance payment and notified to the Customer in the Voucher. Should the advance payment fail to be settled within this term, the Accommodation Provider shall notify the Customer correspondingly (as a rule by e-mail). If the Customer still fails to respond or to send the advance payment, the Accommodation Provider is entitled to cancel the stay.

The advance payment usually amounts to 50% of the total sum of the ordered stay (unless otherwise agreed by the Accommodation Provider and the Customer).

Non-settlement of the advance payment is considered a breach of contractual relations and the Accommodation Provider is entitled to request settlement of the cancellation fee, see Article 4 below.

#### **4. Cancellation of Stay by the Customer, Cancellation Fees**

The Customer is entitled to withdraw from the order by written notice (sent by e-mail, facsimile, post) at any time before his/her arrival. The order is cancelled upon verifiable and provable delivery of the notice and its confirmation by the Accommodation Provider.

If the Customer withdraws from the Contract, he is obliged to settle the following cancellation fees for each individual participant:

10%	of the price within 31 days before the day of arrival
50%	of the price from 30 to 1 day before the day of arrival
100%	of the price on the day of arrival, in case of non-arrival or cancellation of the stay after arrival or at any time during the stay.

Under the price of the stay we shall understand the total sum for accommodation incl. the ordered food. This price has been notified to the Customer in the Confirmation of the binding booking (as a rule by e-mail).

#### **5. Exemption from the Duty to Pay Cancellation Fees**

The Accommodation Provider will not charge the cancellation fees as above if the Customer was unable to make use of the agreed services for the following reasons: death in the family, hospitalization of the Customer or a member of his family, serious disease, or natural disaster. The facts above shall be supported by the Customer to the hotel reception by a written document within 3 days after the occurrence of such events at the latest.

The Accommodation Provider can offer the Customer use of the settled advance payment in a substitute term in case of a cancelled stay. The Customer is not entitled to claim this legally; such decision is at the sole discretion of the Accommodation Provider.

The Non-binding Offer sent by the Accommodation Provider to the person interested in staying as a reaction to the Non-binding Inquiry is not considered an order.

#### **6. Interruption, Termination of Stay**

In case of premature termination or interruption of the stay without any fault attributable to the Accommodation Provider, the latter is obliged to return neither the paid price for the stay nor its proportionate part. The Accommodation Provider can, with respect to particularly serious reasons, apply an approach differing from this provision.

#### **7. Return of Advance Payment**

Should the conditions for return of the provably paid advance payment (and/or its proportionate part) be met, the Accommodation Provider shall return the advance payment by a method determined by the Customer (in cash, by bank transfer, by money order, etc.), namely within 30 days from the day when the term for its return started to run (i.e. delivery of the written cancellation of the order to the Accommodation Provider).

## **8. Arrival and Departure**

On the day of arrival, the Accommodation Provider shall release the booked room from 3:00 pm and shall keep it booked automatically till 8:00 pm. Should the Customer fail to arrive before 8:00 pm and at the same time fail to inform the Accommodation Provider about his/her later arrival, the Accommodation Provider is entitled to dispose of the free room at its own discretion, i.e. even to offer it to another interested person, without any compensation for the Customer. The accommodation is granted till 10:00 am on the day of departure. Should the Customer fail to keep to the time of departure, the Accommodation Provider is entitled to charge the Customer for one further night. The requirement for earlier accommodation or for later arrival shall be satisfied by the Accommodation Provider, if possible, but it must be agreed in advance by phone or e-mail.

## **9. Cancellation of Stay by the Accommodation Provider**

The Accommodation Provider is entitled to cancel the stay if realization of the stay is made difficult or is endangered as a consequence of extraordinary events which could not be foreseen at the moment of contract execution (stay booking). Cancellation of the stay must be notified by the Accommodation Provider to the Customer without undue delay. In this case, the Customer gets back the money for the ordered services immediately and in full. The Customer is not entitled to any further compensation or remedy.

In case of highly unacceptable behaviour on the part of the Customer's, such as repeated breach of the ban on smoking inside the whole premises or vandalism of hotel equipment, the Accommodation Provider is entitled to terminate, upon prior warning, the Customer's stay without any compensation for the Customer.

## **10. Complaints and Claims**

The Customer shall notify any objections concerning the quality of the granted services, or any requirements, to the reception or Accommodation Provider's office immediately. In the case of a complaint, the Customer shall raise his requirements concerning defects without undue delay during the stay so that they may be eliminated on the spot. Should the complaint fail to be raised immediately, the Customer's right to compensation for any arisen damages which might have been prevented if the complaint had been raised in due time, is restricted and/or becomes null and void.

## **11. Personal Data**

The Accommodation Provider keeps updated records of all Customers containing personal and private data, and is entitled to use the records in conformity with the legislation of the Czech Republic. The Accommodation Provider shall dispose of Customers' data strictly in conformity with this Article, shall hold them confidential, except in cases imposed or enabled by virtue of a law or agreed with the Client, and shall not release them to any third person.

The Client agrees with the use of his/her personal data under this Article.

## **12. Validity**

These Business Terms and Conditions are applicable to Customers accommodated in Hotel Starý mlýn, Rokytno 17, in Rokytnice nad Jizerou. The Accommodation Provider reserves the right to change these Business Terms and Conditions should any part hereof become invalid or unenforceable; the remaining parts hereof remain in any case unaffected.

These Business Terms and Conditions become valid on 01.01.2019 and are effective at the moment they are signed by the Customer or upon the electronic booking being sent from the website or by e-mail and its confirmation by the Accommodation Provider.