

GENERAL TERMS AND CONDITIONS AND GUEST ACCOMMODATION TERMS AND CONDITIONS

1. GENERAL PROVISIONS AND DEFINITIONS

1. These General Terms & Conditions and Guest Accommodation Terms and Conditions (hereinafter referred to as “**Terms and Conditions**”) were published by **POLYREAL, spol. s.r.o.**, Comp. Reg. No. 254 01 823, Place of business: Podskalí 146, Hluboká nad Vltavou, 373 41, acting in the capacity of the Residence Hluboká guest accommodation operator (hereinafter referred to as the “**Operator**”). These Terms & Conditions apply to any guest accommodated in the guest house operated by the Operator. Any guest accommodated in the given guest house operated by the Operator shall comply with these Terms & Conditions.

2. These Terms & Conditions describe different ways of making accommodation reservation with the Operator, guests’ rights and obligations when booking accommodation and during their stay, as well as the rights and obligations of our customers using an online booking platform and the Operator’s rights and obligations.

2. BOOKINGS

1. Bookings are particularly made by email via the online reservation system (hereinafter referred to as the “**Reservation System**”).

2. The Reservation System is accessible to our guests on the following website [www.residencehluboka.cz]. Please select the required date of arrival and departure, number of guests (adults, and children), and the number of rooms required in the home screen. The Reservation System checks availability and offers available rooms with the room rate per night and the applicable cancellation conditions.

3. After selecting a room, you may also select additional services in the next screen and add them to your accommodation booking package. These services are subject to a fee included in the Reservation System. The offer of additional accommodation services may vary over time. The offer usually includes services such as a bottle of wine, flowers, e-bike rental, etc. These services are then added to your booking package and you shall pay them together with the price of your accommodation.

4. Finally, another screen is displayed in the Reservation System. You will be asked to fill in the required information, such as your name and surname, email address and telephone number. You are asked to fill in this information correctly and truthfully. You may also fill in optional fields. The meaning and purpose of each field is as follows:

1. Name, surname and address are used to verify your identity and to identify your reservation;

2. The Operator will send a booking confirmation message to your e-mail address, as well as any other correspondence regarding your booking, including the guest satisfaction form after your departure;

3. Your phone number will be used only by the Operator to contact you if any sudden change or similar event occurs;
4. After sending your reservation, the Operator will send you confirmation to the email address you entered. **Your reservation is confirmed only by a confirmation email sent by the Operator. If you do not receive a confirmation email, your reservation is not valid.** If the Operator does not send you a confirmation email, your reservation is not confirmed.
5. You can book one (1) to four (4) rooms per reservation via the Reservation System. If you wish to book 5 or more rooms please contact us directly via e-mail. Such a reservation cannot be made via the Reservation System.
6. If you want to make a reservation via e-mail, the above Terms and Conditions apply mutatis mutandis, i.e. the person making a reservation must provide the Operator with the information specified in Article 2.2 hereof. The reservation is confirmed only if you receive a confirmation email from the Operator.

3. PAYMENT AND CANCELLATION TERMS & CONDITIONS

1. **Room Prices:** You shall pay a total price of the room(s) which includes the price agreed upon your booking. During your stay the Operator will calculate the incidentals charged to your room (e.g. mini bar consumption).
2. **Payment conditions:** Payment shall be made in Czech currency (CZK) according to the exchange rate valid on the day of your arrival. Our guests are usually asked to pay for the room(s) when checking in at the reception (unless payment is agreed when checking out). Payment is made either in cash or by credit card, or in advance by bank transfer against an invoice issued at the request of our guest, travel agency or a company. The price of the Accommodation set out in the booking confirmation includes local taxes according to applicable regulations.
3. **Settlement of Liabilities:** If a total price is not paid by the guest when checking out (e.g. a total price of accommodation is not paid, mini bar consumption is not reported and paid for, compensation for damage caused by the guest(s) to the room is not settled, fines for smoking in the room or for fines for disturbing other guests during quiet night time are not paid), the Operator has the right to deduct these outstanding charges from the payment card entered by the guest at the time of booking.
4. **Electronic Records of Sales:** The seller must issue a receipt to the buyer in accordance with Act on the Registration of Sales. The seller shall record the received sales at the tax administrator online; or within 48 hours at the latest should there be a technical failure.
5. **Cancellation Policy:** Cancellation Policy relating to the specific reservation are communicated to our guests when making a reservation of Accommodation, both in the Reservation System when selecting the date of arrival and departure and the room, and in a reservation confirmation email sent by the Operator. This Cancellation Policy regulates changes in reservations and cancellations by setting a period within which our guests may change or cancel their reservation without the obligation to pay a cancellation fee.

6. Cancellation Fee:

Cancellation policy:

1 day before and on the day of arrival 100% of the price of the stay

2 days before arrival 50% of the price of the stay

3 days before the arrival of the free cancellation stay

You will be charged a fee if you cancel a confirmed reservation. The cancellation fee is 100% of the price for one night's accommodation. You shall also pay a cancellation fee in case of (a) change or cancellation of your reservation after the deadline set by the Cancellation Conditions; or (b) due to a no-show, i.e. a person who makes a reservation and neither uses nor cancels it (non-arrival at the hotel). The Operator may deduct the amount corresponding to the cancellation fee from the payment card entered by the guest at the time of booking.

4. GENERAL GUEST ACCOMMODATION TERMS & CONDITIONS

1. Based on a specific reservation, the Operator provides guests with temporary accommodation in a comfortable suite, the number of which is specified on the registration card, for the price agreed upon when making a reservation.

2. Check-In: You can check into your suite from 3pm on the scheduled day of arrival. If you wish to check in earlier please ask at the time of booking. Earlier check-in is subject to a fee. Your check-in is expected by midnight on the day of your arrival. If you do not arrive to the guest house, the Operator may charge you a cancellation fee (a no-show fee).

3. Check-Out: On the day of departure we respectfully ask all guests to vacate their rooms by 10.00am, unless a later check out is agreed between you and the Operator. Later check-out is subject to a fee.

4. Room Upgrade (change of a room type): You may do the room upgrade upon your arrival to the guest house, i.e. change the reserved room to a higher category room (if such a room is available). The room upgrade is subject to a fee, the amount of which will be communicated to you by the Operator. You confirm the room upgrade, payment of a room upgrade fee and change of a reservation by signing a "Room Upgrade Form" submitted by the Operator.

5. No Smoking Policy: Please note that The Residence Hluboká operates a strict No Smoking policy. The guest suites have been designated non-smoking suites. As we are a completely non-smoking establishment all of our suites and public areas are designated non-smoking. If we find any evidence or believe that any of our guests have been smoking in any of our suites, the Operator holds the right to charge a fine for the expense for loss of earnings, the dry cleaning of curtains, bedding, and carpet cleaning, etc. If the guests violate our No Smoking policy, they will be notified by the Operator and will pay a penalty CZK 1,000 for any other violation of this Policy.

6. Pet Policy: The stay of dogs, cats and other pets is forbidden in Residenci Hluboká.

7. Compensation for Damage: The guest is responsible for any damage caused by any member of his/her party, whether in the hired suite(s) or in any part of the guest house and shall pay for such damage or loss of business caused as a result. Damage also means the Operator's costs for repairs, equipment replacements or special cleaning.

8. Complaints: Any complaints relating to the operation of the Reservation System or accommodation can be made to the Operator in person, by telephone or via email. Guests are required to file a complaint without undue delay so that the Operator can take remedial actions.

5. CONTACT DETAILS

1. Our contact details are always listed on our website in the "Contacts" section. Our contact details are as follows:

1. Address: Residence Hluboká, Podskalí 146, Hluboká nad Vltavou, 373 41;
2. Phone: +420 602 291 150;
3. E-mail: info@residencehluboka.cz.

6. PERSONAL DATA PROCESSING

1. When making a reservation and during your stay, your personal data is processed to make a reservation and meet the Operator's legal obligations. Information on your personal data processing is included in the Reservation System. This information is available by a click-through when you grant your consent that you have been informed about the processing of your personal data, as well as in a confirmation email by which the Operator confirms your reservation.

2. If you give consent to receive marketing emails and be part of the loyalty program and the related processing of personal data, your personal data will also be processed for the above-mentioned purposes. Your consent to the processing of your personal data and any information relating to the processing of your personal data is included in the Reservation System and is available by a click-through at the moment when you grant consent to receive marketing emails and be part of the loyalty program and the related processing of personal data.

7. LIABILITIES OF USERS OF THE RESERVATION SYSTEM AND / OR THE OPERATOR'S WEBSITE

1. Users of the Reservation System and / or the Operator's website will not amend, change or modify the Reservation System or the Operator's website in any way. Users of the Reservation System and / or the Operator's website shall not:

- Interfere in any way with the source code of the Reservation System and / or the Operator's website;
- Modify or remove notices of intellectual or industrial property rights, such as copyrights or trademarks;
- Launch cyber attacks to infect the Operator's Reservation System and / or website with computer viruses, Trojan malware, as well as any other malicious software, features or codes;
- Use mechanisms, tools, software or procedures that have or could have a negative impact on the operation of the Reservation System and / or the Operator's website, internet security or other internet users when using the Operator's Reservation System and / or website;
- Disrupt or interrupt in any way the operation of the Reservation System and / or the Operator's website;

- Sending automated queries to the Operator's server;
- Carry out any activity aimed at disabling or restricting the operation of the Operator's server on which the Reservation System and / or the Operator's website is operated, or carry out other cyber attacks on this server.

2/ Users shall also acknowledge that if the Operator suffers any property or non-property damage as a result of breach of the above liabilities or as a result of any other illegal activity, including the costs relating to removing disruption or interruption in the Reservation System and / or the Operator's website or damage to good name or reputation, the Operator has a right to get full compensation from the user who caused such damage, in cash or by rectifying the situation.

3/ If the user notices any violation of these Terms and Conditions, the Operator hereby ask the user to notify the Operator of such activity.

4/ The Operator reserves the right, at their own discretion and at any time without prior notice, to exclude any person from access to the Reservation System and / or the Operator's website, especially if the Operator anticipates that a certain person accessing the Reservation System and / or the Operator's website is in conflict with these Terms and Conditions, or finds that this person acts or has acted inconsistently with these Terms and Conditions.

8. OWNERSHIP

1. All materials, including images, software and computer programmes, text, photographs and graphics, keywords and metatags, as well as the overall impression being part of the Reservation System and the Operator's website are protected by copyright and / or industrial property rights. Brands, logos and emblems displayed in the Reservation System and on the Operator's website may also be subject to trademark rights, company rights and other rights of the Operator and suppliers of website content. Databases available within the Reservation System and on the Operator's website are further protected by a special right of the database designer.

2. The user may not use the copyrighted works other than in accordance with the relevant legal regulations governing copyright, unless expressly agreed otherwise in writing between the user and the Operator,.

9. SETTLEMENT OF DISPUTES OUT OF COURT

1. In accordance with Act No. 634/1992 Coll., On Consumer Protection, as amended, the Operator hereby informs guests as consumers that any dispute shall be settled out-of-court by the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Place of business: Štěpánská. 15, 120 00 Prague 2. Website: <https://adr.coi.cz>.

10. AMENDMENTS TO THE TERMS & CONDITIONS AND THEIR VALIDITY

1. These Terms & Conditions become valid and effective on the day of their publication on the Operator's website.

2. These Terms & Conditions may be unilaterally changed or updated by the Operator at any time.

3. These Terms & Conditions are always legally binding to any third party in the version published on the Operator's website.

4. These Terms & Conditions are governed by Czech law.

