

Spa Resort Lednice

Terms and conditions

General terms and conditions of Spa Resort Lednice s.r.o. - a limited liability company incorporated under the laws of the Czech Republic - (hereinafter referred to as the "Conditions") regulate the mutual contractual relationship between Spa Resort Lednice s.r.o. (hereinafter referred to as "Spa Resort") and the Client – an individual or a legal entity who orders stays at the Spa Resort as the ordering party. A person who is using the services is referred to as the Guest. The Guest may also be an individual identical to the ordering party.

Spa Resort is a provider of spa and therapeutic stays, treatments, accommodation, meals and complementary services.

The term "treatment" means a standardized treatment activity and procedure followed by the Spa Resort staff (hereinafter referred to as the "treatment"). The range of treatments that Spa Resort currently provides is precisely specified on the Spa Resort's website at www.lazne-lednice.cz or in the Spa Resort promotional materials available at the reception.

I.

Order of stay, establishment of a contractual relationship

1. The Client orders a stay at Spa Resort by a written order, which is sent to Spa Resort by post, fax, e-mail, in person, or by order at www.lazne-lednice.cz. Any telephone order must be confirmed by a written order.

2. The essential elements constituting a properly issued order are:

In the case where the Client is a legal entity:

- Business name of the company that is the Client, registered office, ID number, VAT number, contact (phone, e-mail)
- Name and surname of the individual/guest for whom the services are ordered, permanent residence address, contact (telephone or e-mail)
- Name of the stay (for individually ordered services, the range of accommodation, catering, therapeutic services according to the offer must be stated), number of persons, dates of arrival/departure, length of stay and accommodation category (room type).

In case the Client is a natural person (an individual):

- Name and surname of the Client in case he/she is a different person from the Guest, address of permanent residence, contact (telephone, e-mail), name and surname of the Guest for whom the services are ordered, address of permanent residence, contact (telephone or e-mail) ,
- Name of the stay (for individually ordered services, the range of accommodation, catering, therapeutic services according to the offer must be stated), number of persons, dates of arrival/departure, length of stay and accommodation category (room type).

3. If a local person (CZ citizen) orders a stay for a foreigner, the Client is obliged to state this fact.

4. The customer is bound by the placed order. The order is accepted by Spa Resort in accordance with its capacity. A written confirmation of the order by Spa Resort establishes a contractual relationship between the Client and Spa Resort based on the sale of services under which the Spa Resort undertakes to provide the Client with the services of the confirmed range and quality, and the Client undertakes to pay Spa Resort the agreed price. The terms of the contractual relationship apply to all persons listed in the order placed by the Client and confirmed by Spa Resort.

5. Upon the order confirmation, Spa Resort is entitled to issue a proforma invoice (advance payment) (see Article IV).

II.

Rights and Obligations of the Client / Guest

1. The Client / Guest is entitled to:

- To be fully informed by Spa Resort about ordered services, i.e. content, date and price
- To be properly provided with the ordered and by Spa Resort confirmed services and prepaid services if a proforma invoice has been issued.
- At any time prior to commencement of a stay cancel the order in accordance to the cancellation conditions set in Article VI. below.
- Submit a claim or a complaint in accordance with Article VIII – Complaints.

2. The Client (Guest) is obliged to:

- Correctly and completely submit all essential details of the order.
- Pay Spa Resort at the required time the requested part of the price of the stay and services.
- Pay Spa Resort the price of services in accordance with Article IV.
- Respect the Accommodation Rules of Spa Resort Lednice and other internal regulations of Spa Resort Lednice, these regulations can be read upon arrival at the reception or at any time in the room (these materials are stored in the guest information folder, which is available throughout the stay to Guests in their rooms).
- Carefully check the confirmation of stay and if any discrepancy is found, to contact Spa Resort.
- The Client/Guest is required to inform the healthcare personnel of all possible health risks before taking any procedure.

III.

Rights and Obligations of Spa Resort

1. Spa Resort is obliged to:

- Confirm the Client an order of a stay and services in the case of spare capacity and provide the Client with written information about the arrival.
- Provide the Client with important information about the stay.
- Provide the Client with services of the confirmed range and quality.
- Inform the Client about treatments and procedures, including effects of individual procedures and medical contraindications.
- In the event of a withdrawal from a confirmed order of stay by the Client,

he / she will be refunded within 14 days after a written cancellation has been delivered with deduction of cancellation fees.

2. Spa Resort is entitled to:

- Due to an unexpected accident or operational reason move the Client during his/her stay
- Members of the medical staff have the right to refuse the Client without a refund claim if the Client arrives under the influence of alcohol or other narcotics to the procedure.

IV.

Service prices and payment

1. Prices of services are listed in Spa Resort's pricelists (Pricelist and Procedure Pricelist), which are available on the website www.lazne-lednice.cz. Prices of packages are always shown for these packages for all the services included in a package, on websites or in separate promotional materials.

2. Price of stay is always stated when order is confirmed.

3. For all stays ordered (including all services ordered), Spa Resort may request an advance payment of 50 % of the total price of the stay. The prepaid payment of the ordered services is conducted by the Client based on a proforma invoice.

4. If the advance payment is not paid within the term provided, Spa Resort may withdraw from a confirmed order. Not paying the proforma invoice does not cancel the obligation to submit a written cancellation of the ordered services. Payment of a proforma invoice means crediting of the amount charged to the Spa Resort's account.

5. Spa fee and accommodation fee are not included in a room rate or in a package. The client pays the spa fee of 15,- CZK for each commenced day of stay and the accommodation fee of 4,- CZK for each commenced day of stay. These fees are paid directly to the municipality of Lednice by Spa Resort.

6. Payments made by the Client on the spot - at the reception, have to be made by MasterCard, VISA or American Express cards or cash.

7. Payment for the stay and provided services (including on-the-spot purchases) is paid by the Client at the end of the stay (unless mutually agreed otherwise). Prepaid payment is deducted from the final price.

V.

Check-in

Upon arrival, the Client/Guest must submit an ID card (or passport or other identity card) or confirmation of stay. Upon completion of these reception formalities, the Client/Guest receives a room and is provided with additional information about his/her stay. The recommended check-in time is stated in the order confirmation, taking into account the ordered procedures (check-in usually

opens from 02:00 p.m.)

VI.

Cancellation and cancellation fees

1. The Client has the right to cancel the stay that has been ordered and confirmed for a specific date. In this case, Spa Resort will offer the Client an alternate date of stay. If the Client does not accept the alternate dates, he / she has the right to cancel the stay, i.e. to withdraw from the confirmed order of stay. This withdrawal by the Client must be made in writing.
2. If a stay is cancelled 15 and more than 15 days prior to the check-in date, Spa Resort is not entitled to charge a cancellation fee.
3. If a stay is cancelled 14 days to 1 day prior to the check-in date, the Client will pay the cancellation fee of 50 % of the price of the stay.
4. The cancellation day is the day when a written cancellation is delivered to Spa Resort and is included in the above-mentioned number of days relevant for the calculation of the cancellation fee.
5. The cancellation fee is charged from the total (confirmed) price of the stay.

VII.

Gift vouchers

1. A gift voucher can be used for packages, accommodation and treatments provided by Spa Resort. Vouchers cannot be used for catering services. A voucher must be used not later than the validity date. After that date, a gift voucher cannot be used and cash refund cannot be provided. For capacity reasons, we recommend arranging the use of a voucher as soon as possible. In exceptional cases, Spa Resort may extend the validity date of a voucher upon a reasoned request from the Client.
2. Only an original gift voucher, which includes a unique numerical code, validity date, Spa Resort stamp and signature of the responsible employee, may be used.

VIII.

Claims and Complaints

1. In the case of poorly provided or not provided services, the client has the right to claim.
2. The claim must be submitted seriously, definitely and comprehensibly.
3. The Client is obliged to submit a claim without any delays so a remedy can be arranged in the place of service provided by an authorized representative. The Client can make a claim on the spot either verbally or in writing. In the case of an

oral complaint, if a remedy is not arranged immediately, it is the duty of an authorized Spa Resort representative (reception) to fill in a complaint with the Client. In order for the complaint to be resolved, the Client is obliged to provide the necessary cooperation.

4. If a claim is made directly at Spa Resort with an authorized Spa Resort representative, he / she is entitled to resolve it if the Client's request is met. In other cases, the claim will be resolved within 30 days, unless the Spa Resort representative agrees with the client for a longer period.

5. If circumstances arise, that are not dependent on the Client's will, activity based on which the Client does not use the ordered, paid and confirmed services in whole or in part, therefore the Client is not entitled to a refund or a discount.

IX.

Protection of personal data

The personal data of the Client, specified in the order, is processed by Spa Resort in accordance with Act No. 101/2000 Coll. The provided data can only be accessed by employees of Spa Resort and by those who are entitled to offer and provide services provided by Spa Resort. The ordering party confirms that the Guest has given him / her permission to provide his or her personal data for the time necessary if the Guest is a different person from the Client.

X.

Miscellaneous

1. The general Terms and Conditions are valid from 1.3.2015.

2. Changes and additions to these Terms and Conditions may be regulated individually between Spa Resort and the Client (ordering party) solely in writing, these deviating contractual arrangements have higher priority than the terms and conditions.

3. These Terms and Conditions are published on www.lazne-lednice.cz.

4. Spa Resort is entitled to change these Terms and Conditions to the extent necessary. The change to Terms and Conditions is valid on the day of publication of the new Terms and Conditions at www.lazne-lednice.cz, where the up-to-date Terms and Conditions are always available.

5. By sending an order to Spa Resort, the Client confirms that he / she has become familiar with these Terms and Conditions and agrees with them. In case the Client is a person different from the Guest, the Client is obliged to acquaint the Guest with these Terms and Conditions in order to preserve his / her rights resulting from the ordered stay.