

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 by a written order sent by mail, fax, electronically or submitted personally at the Spa.

The order must contain:

- Name and surname, date of birth, address of the permanent residence, contact details (telephone, e-mail), nationality
- 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

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.

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 conditions form an integral part of the Contract and 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.

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 anytime before the beginning of the stay while respecting the cancellation policy according to the Art. VII 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:

Czech Trade Inspection
Central Inspectorate – ADR department
Štěpánská 15, 120 00 Prague 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., 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 at www.SpaLuhacovice.cz.

Payment for ordered services must be made by the Client in advance, no later than one month before beginning of the stay, 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 Easter stays and stays from 21.12 to 2.1. of the next year, 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.

Before issuing a gift voucher, it is needed to pay 100 % of the voucher amount. Purchased spa gift vouchers are non-refundable. All gift vouchers are valid till the date mentioned on them (max. 1 year).

Purchased spa gift voucher can be used only for paying stays and services provided by the Spa. In case the full amount of the voucher is not used, Spa doesn't 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 to the following bank account of the Spa:

Bankers: Komerční banka, a.s.
Account No. 27-770590297/0100
Swift code: KOMBCZPPXXX
IBAN: CZ3901000000270770590297
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 a case the Client needs to mention this information when submitting the order and based on the order, the stay is invoiced further in accordance to 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 enjoy the 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.

VII. 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. The 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 start 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	Stays from 2. 1. to 20. 12.	Easter stays and stays from 20. 12. to 2. 1.
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 a 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 a 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 with the Spa an alternative 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 latest 1 year from the original cancelled date. This provision doesn't apply to Easter stays and stays from December 20th to January 2nd.

In case of a withdrawal from the contract where no concrete arrival date was agreed, the Spa has the right to require a cancellation fee in the height of 12 EUR/person.

In case the Client decides not to have some of 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. Final Provisions

These General Terms and Conditions come into force on April 1st, 2015 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.

The Spa is entitled to modify and amend unilaterally these General Terms and 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.