

# Terms and Conditions

General Terms and Conditions (hereinafter referred to as GTC)

## **THE PARTIES TO THE CONTRACTUAL RELATIONSHIP**

Branches: Hotel Erika, 223, 54351, Špindlerův Mlýn

Podstata Apartments Rotterovka - Horská 541, 54302 Vrchlabí - Hořejší

Vrchlabí Podstata Apartments Valteřická - Valteřická 933, 54301 Vrchlabí (hereinafter referred to as "Hotel")

Company details: Gastomy s.r.o. Address: Benecko 174 51237 ičo 26001632 dic CZ26001632 (hereinafter referred to as "Operator") and the Customer - as a natural or legal person (hereinafter referred to as the "Customer")

These Terms and Conditions apply generally to all Hotel Guests and Agencies with whom a written contract for the provision of services has not been agreed.

## **RESERVATION OF ACCOMMODATION AND SERVICES:**

- Reservation of accommodation and other services at the Hotel and confirmation of such reservation by the Hotel is only possible in writing, i.e. by email.
- A reservation shall be deemed valid and binding if the Hotel confirms the reservation in writing to the Guest or by an automatic email confirmation generated by the relevant online reservation system.
- The reservation is completed by credit card or by payment of a deposit equal to the amount of the accommodation and services ordered. Individual terms and conditions may apply.
- In the event that the Hotel or the Guest fails to comply with the conditions set out in point 3, the Hotel may not provide the accommodation and services.
- The details that appear on the booking confirmation are binding on both parties

## **PRICES, SERVICE AND PAYMENT TERMS:**

- The price is per room per night, including breakfast, unless otherwise chosen by the guest.
- The price includes VAT at the current rate. City tax at the applicable rate is not included in the room rate. This fee will be paid by the Guest at the Hotel reception. The hotel exchange rate is CZK 23/1€.
- Cancellation of a confirmed reservation can also only be made in writing, i.e. by email. The exact method of cancellation is determined by the booking system used for the reservation.

- When cancelling a reservation that was made through an external provider (e.g. booking.com), the reservation must also be cancelled through this provider in the manner required by the provider and under the terms and conditions of the reservation.
- Changing the booking, i.e. moving the booked services to another date, is considered a cancellation of the original booking and follows the same procedure as cancellation.
- Accommodation can also be paid in cash, we accept CZK currency. In case of payment by credit/debit card, the amount in CZK currency will be charged.
- According to the Sales Records Act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online, in case of technical failure within 48 hours at the latest.
- The Hotel reserves the right to pre-authorise the Guest's card up to the total amount of the accommodation.
- In the event of the Guest's non-arrival, the reservation is cancelled and the Hotel is entitled to charge the cost of the Guest's entire stay.

#### **GUEST'S RIGHTS AND OBLIGATIONS:**

- The Guest has the right to use the reserved premises and their facilities, as well as the facilities of the common areas.
- The Guest is responsible for any damage caused to the room during the stay and agrees to pay for any repair, replacement or special cleaning costs. The amount of reimbursement will be determined by the hotel.
- The guest is obliged to complain about any defects or deficiencies during his/her stay at the hotel so that a remedy can be arranged.
- The Guest is obliged to pay the costs of the Hotel services, including additional services, unless otherwise agreed upon, no later than the day of departure. In the event of non-payment, the Hotel is entitled to charge the corresponding amount to the Guest's credit card upon departure.
- The Guest may withdraw from the contract on the basis of the cancellation policy or in the event that the Hotel has not provided the Guest with the services agreed in advance, corresponding to the standard of the Hotel
- Check-in time is from 15<sup>o</sup> on the day of arrival. Earlier check-in is possible only by agreement with the Hotel and at a charge.
- Check-out time is until 10<sup>o</sup> on the day of departure. Late check-out is possible by arrangement with the hotel and at a charge
- The entire hotel is non-smoking. Violation of this regulation and smoking in the room or premises of the Hotel entitles the Hotel to charge the Guest a penalty of CZK 5,000 for

cleaning the room or premises of the Hotel. Smoking is only allowed in front of the Hotel in a designated area.

- Between 22:00 and 6:00 is the night time. Behaviour that leads to disturbance of other guests during the night time is strictly prohibited (includes loud music, television, shouting in rooms, corridors and other disturbing behaviour). In the event of a serious violation of this rule, the hotel may penalize guests with a financial penalty and up to 10,000 CZK or, in necessary cases, call the police.

- Dogs can be accommodated upon confirmation of the Hotel for a fee of 250 CZK /day.

#### **RIGHTS AND OBLIGATIONS OF THE HOTEL:**

- The Hotel is obliged to provide accommodation for the Guest on the basis of pre-agreed services that correspond to the Hotel's standard.

- In the event that the Hotel cannot accommodate the Guest on the basis of a reservation made and confirmed in advance, the Hotel is obliged to arrange adequate accommodation for the Guest in another facility.

#### **FINAL PROVISIONS:**

- These terms and conditions are valid from 1.6.2021 and the Hotel reserves the right to change them and the Guest is obliged to abide by these current terms and conditions.

- The Hotel collects the Guest's personal data only for as long as necessary until the termination of the provision of the agreed services and does not provide this data to other persons.

In Vrchlabi 1.6.2021