

General Terms and Conditions

General Terms and Conditions of Léčebné lázně Konstantinovy lázně a.s. are valid for all participants of the stays and all users of the services provided by Léčebné lázně Konstantinovy lázně a.s., Plzeňská 58, 349 52 Konstantinovy Lázně, Czech Republic (hereinafter referred to as the "GTC") and they are an integral part of contractual relationships.

I. Participants of the Contractual Relationship

- the seller – Léčebné lázně Konstantinovy lázně a.s., Comp. Reg. No.(IČO) 29090300, registered in the Commercial Register of the Regional Court in Pilsen, Section B, Insert No. 1529, (hereinafter referred to as the "Spa")
- the client – natural or legal person (hereinafter referred to as the "Client")

II. Subject of the Contractual Relationship

The subject of the Contractual Relationship is the provision of stays and services by the Spa to the Client.

Information on the Accommodation Facility and Services.

The Spa publishes on its websites detailed information on the accommodation facility, services, prices and other information needed to inform Clients. The Spa undertakes to provide the information on its websites truthfully and accurately and to update them regularly.

III. Order of the Stay, Commencement of the Contractual Relationship

The Client orders the stay and services by a written order, sent by postal service, electronically, by fax, or submitted personally or over the phone.

Mandatory Requirements of the Order:

- first name, surname, date of birth, permanent address, contact information (phone, e-mail), nationality of the Client or the persons on whose behalf the Client is authorized to act
- name of the stay (in the case of individually ordered services, list of accommodation and treatment services), dates, length of the stay (number of nights), Client's signature, date

A properly issued and submitted order is binding for the Client.

The Spa reserves the right to unilaterally change or further specify specific conditions of the given offer prior to conclusion of the Contract.

Upon the unconditional confirmation of the stay and / or service order by the Spa a contractual relationship between the Client and the Spa is established (hereinafter referred to as "the Contract"). Any proposals for amendments, reservations, restrictions, or other changes to the offer are considered as a new offer. Section 1740 (3) of the Civil Code does not apply. The subject of the Contract is the obligation of the Spa to provide the Client with a stay and / or to secure the agreed services in the agreed scope and quality (hereinafter referred to as "Stay") and the Client's obligation to pay the agreed price for the Stay.

By sending the order to the Spa, the Client confirms that he / she has become familiar with these GTC and agrees with them. These GTC form an integral part of the concluded Contract. These GTC apply if the Contract or any other written agreement between the Contracting Parties does not contain any other arrangement. These GTC apply to all persons specified by the Client in the confirmed order. The Client is liable for the obligations of other persons specified by the Client in the order as if they were his / her own.

If the Client is a legal entity, the Contract must be concluded in a manner and by a person in accordance with legal regulations.

IV. Order and Purchase of the Gift Certificate

Once issued, the gift certificate is non-refundable and no monetary substitution can be requested for it.

Gift certificates are non-refundable and must be used during the period of validity indicated on the front of the gift certificate. After this date, the gift certificate expires, without any right for refund or exchange for another voucher.

A gift certificate for a certain amount can only be redeemed within a single Stay and it cannot be used in parts.

Within a single Stay, it is also possible to use more vouchers, the value of which is then added up. If the price of the service is higher than the amount stated on the gift voucher, the difference in price can be paid on spot.

V. Payment Conditions

The Spa has the right for the payment of the price of the Stay before it is provided and the Client is obliged to pay its price before the Stay. The day of the payment of the price for the Stay is understood as the day of receipt of the cash or the day of crediting the payment to the Spa account up to 100% of the set price, at the latest on the Client's day of arrival on the Stay. In the event of a breach of this obligation by the Client, the Spa is entitled to withdraw from the Contract, which is without any prejudice to their right to compensation.

The payment can be made by a bank transfer, postal order A, or by a payment card (accepted cards: VISA, VISA ELECTRON, MASTERCARD, MAESTRO).

Information for bank transfer – Česká spořitelna:

- account in CZK 5105602/0800
information for cross/border payments:
 - IBAN: CZ66 0800 0000 0000 0510 5602
 - BIC/SWIFT: GIBACZPX
 - bank address: Česká spořitelna, a.s. Praha
- account in EUR 5105792/0800
information for cross/border:
 - IBAN: CZ77 0800 0000 0000 0510 5792
 - BIC: GIBACZPX
 - bank address: Česká spořitelna, a.s. Praha

When choosing the form of payment by credit card, the Client will be redirected to a protected server of Global Payments Europe a.s., which guarantees safety and inalienability of the data entered by the Client.

VI. Prices and their Changes, Changes of Ordered Services

Prices of the Stays are listed in the price list, in the leaflets and on the websites of the Spa. The price binding for both the Client and the Spa is the Price specified in the specific offer and the subsequently concluded Contract (the Contract takes precedence).

If the Client does not use the agreed and paid services during the Stay for any reason (delayed arrival, early termination, non-use of any of the partial services, etc.), he / she is not entitled to any compensation; the same applies in the case of non-use of paid services due to non-recommendation of their use by the spa doctor (contraindication, current health condition, etc.).

VII. The 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 price
- for proper provision of the Stay ordered by the Client and confirmed by the Spa
- to cancel the confirmed order prior the beginning of the Stay, provided the cancellation conditions specified in these GTC are met

The Client is obliged:

- to fully and correctly state all essential requirements of the order
- to timely pay the Spa price in time
- to respect the internal regulations of the Spa

- to behave in such a way as to avoid damage to the health or property of the Spa and other clients
- to pay any damages caused to the Spa by the Client or other persons attending the Spa with his / her consent
- in the event of a change of the person – participant of the Stay, immediately report this fact to the Spa

Client – legal person is also obliged:

- to familiarize all participants of the Stay with these GTC
- to ensure following of all obligations of the Client by all participants of the Stay
- to submit list of participants of the Stay to the Spa

VIII. Obligations of the Spa towards the Client

The Spa is obliged:

- to provide the Client with all information to the Stay
- to provide the Client with a Stay according to the concluded Contract and in accordance with generally binding legal regulations
- in the case of the withdrawal of the Client from the concluded Contract, to refund the paid price of the Stay no later than 14 days after receiving the written withdrawal from the Contract. If the Client withdraws from the Contract in less than 40 days prior to the start of the Stay, the Spa will refund the Client the Price of the Stay reduced by a penalty – cancellation fee – specified further in these GTC
- the Spa undertakes to strictly respect principles of the Client's personal data protection

XI. Conditions of the Cancellation

The cancellation fees are charged to individual persons and groups (a Group means a group of guests from 10 rooms or 15 persons traveling together) based on the total price of the Stay as follows:

40 – 20 days	30% of the price of ordered and confirmed services
19 – 7 days	50% of the price of ordered and confirmed services
	80% of the price of ordered and confirmed services
arrival	100% of the price of ordered and confirmed services

A Group is entitled to cancel the stay free of charge within 48 hours from ordering. No cancellation fees will be charged to a Group, if the number of persons is reduced at the time after the free cancellation period by no more than 10% compared to the order.

If the subject of the Contract could not be used for serious reasons (death, illness, natural disaster, etc.) and if it is proven by the relevant documents, cancellation fees may be waived; processing fee in this case is 1.5% of the price of the Stay. The company can also use the

same procedure for business and other reasons. The reservation is deemed cancelled upon delivery and confirmation of the written cancellation.

Due to hospitalization or interruption of the Stay by the doctor, the Contractor charges the costs of the services actually used and ordered based on the submission of a medical report. For any other reason, no financial compensation will be granted; no financial compensation will be provided for unused services.

X. Claims

- in the case of a complaint regarding the Stay, the Client is obliged to submit his / her reservations without undue delay directly to the responsible person in the place of the Stay so that they can be resolved on the spot. If this is not possible, the responsible person shall complete a written complaint with the Client
- in the case of circumstances the occurrence, progress, and possibly consequences of which are not dependent on the will, activity and procedure of the Spa (vis major), or in the case of circumstances that are on the part of the Client (e.g. medical condition) on the basis of which the Client does not fully or partially use the ordered and paid Stay, secured by the Spa, the Client is not entitled to the refund of the price paid or discount on the price including any other financial compensations and settlements

XI. Client's Insurance

The Client is not insured by the Spa during the Stay.

XII. Guest's Evaluation

The Spa reserves the right to ask the Client to evaluate various aspects of the Stay and then publish the evaluation on the website. Any liability arising from the contents of these evaluations is excluded.

XIII. Exchange Office

The Spa operates currency exchange services - purchase of foreign currency without exchange fees. Business premises - reception Prusík, Lázeňská I., 349 52 Konstantinovy Lázně. We will be happy to provide you with information on the current exchange rate over the phone; call +420 374 615 111 for information.

The Client has the right to submit a proposal for out-of-court settlement of the dispute to the Czech Financial Arbitrator (Legerova 69, 110 00 Praha I, www.finarbitr.cz), or file a complaint with the Czech National Bank (Na příkopě 864/28, 11000 Praha I, www.cnb.cz).

XIV. Out-of-Court Settlement of Consumer Disputes

The authority in charge of out-of-court settlements of consumer disputes is the Czech Trade Inspection Authority. The website of this authority is <http://www.coi.cz>.

The consumer can use the online consumer dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

The costs of out-of-court settlement of consumer disputes are borne by each Contracting Party individually.

XV. Final Provisions

These GTC come into effect on 1st November 2018 and they apply to Stays duly ordered and confirmed.