

# ACCOMMODATION REGULATIONS

## General business and accommodation terms and conditions

BOHEMIA-LÁZNĚ a.s.

Spa Hotels Kriváň - Slovan

Sadová 5

360 01 Karlovy Vary

ID No.: 45357218

Tax ID. No.: CZ45357218

Registered in the Commercial Register at the Regional Court in Plzeň, Section B, File no. 212

(hereinafter the "provider")

### 1. Conditions for concluding a contract on accommodation and on the provision of therapeutic spa rehabilitation treatment

- 1.1 Guest accommodation in the facilities of Bohemia-lázně a.s. is governed by the contract concluded pursuant to the provisions of Section 2326 et seq. of Act no. 89/2012 Coll., Civil Code, based on which the provider provides the resident temporary accommodation for an established period of time or for a period of time arising from the purpose of accommodation at the establishment, and the resident (hereinafter the "guest") agrees to pay the provider for the accommodation and the related services, specifically therapeutic spa rehabilitation treatment (in accordance with Act 372/2011 Coll.) by the deadline established by these accommodation regulations (hereinafter, the "contract").
- 1.2 The contract on accommodation and on the provision of therapeutic spa rehabilitation treatment is always concluded in writing. To meet the form conditions, a written confirmation of the reservation order or completion of the registration card is sufficient.
- 1.3 The rights and obligations of parties not stipulated in the contract on accommodation and on the provision of therapeutic spa rehabilitation treatment are established in these accommodation regulations and provider price list for services.
- 1.4 If the guest does not comply with the obligations arising from this contract on accommodation and the attached accommodation regulations and/or provided price list, or otherwise violates the principles of proper conduct at the company facilities (hereinafter, "misconduct"), the provider has the right to terminate the contract on accommodation prior to the end of the established period without notice if the guest has been notified of his misconduct by the hotel in accordance with the provisions of Section 2331 of the Civil Code.

### 2. Contracts, reservations

- 2.1 The guest is required to reserve accommodation with the provider in writing, or reserve accommodation over the telephone and then confirm this reservation with the provider in writing. Written reservations or confirmations of telephone reservations per the previous sentence are assumed to be reservations completed using the reservation form at [www.bohemia-lazne.cz](http://www.bohemia-lazne.cz) and by email to the provider's address at [accommodation@bohemia-lazne.cz](mailto:accommodation@bohemia-lazne.cz) or by post to the address: Bohemia-lázně a.s., Sadová 5, 360 01 Karlovy Vary.

- 2.2 The reservation must contain the following required items: client's first name and surname, date of birth, permanent address, telephone (or email address, resp. other contact information), title of accommodation package, number of people, type of accommodation requested (spa name, room composition), arrival and departure dates. The binding service schedule for contractually stipulated services is listed in the order confirmation. Additional services and approved changes beyond the scope of the confirmed order must be confirmed by an employee of the reservation department and paid for prior to their provision. When placing an order, the client is required to take into account any contraindications listed at [www.bohemia-lazne.cz](http://www.bohemia-lazne.cz).
- 2.3 As soon as the provider receives the order in writing or a written reservation confirmation from the guest, an employee of the reservations department shall send information to the guest prior to their arrival. Payment in full for accommodation services is done according to a mutually established method of payment, either via bank transfer to the company's account at Komerční Banka 1670334/0100 prior to the client's arrival, or upon the guest's arrival at the reception desk of Kriváň Sanatorium (in cash or by card). The reservations department employee will prepare an invoice for the services ordered.
- 2.4 The accommodation agreement is concluded when both of the two cumulative conditions are satisfied – delivery of a written order or a written confirmation of reservation to the accommodation provider, and the provider receives payment for the accommodation.

### **3. Reservation cancellation, withdrawing from the contract before arrival, non-appearance**

- 3.1 Guests have the right to withdraw from the contract on accommodation and on the provision of therapeutic spa rehabilitation treatment prior to the date of arrival without giving any reason. The guest is required to submit a written declaration of withdrawal from the contract to the provider. In such cases, the provider has the right to charge a cancellation fee, which is established in the following manner:

Time of delivery of withdrawal notice to the provider (in calendar days)	Cancellation fee rate (in %)
30 or more days prior to the planned arrival date	0 % of the price of the services ordered
29–21 days prior to the planned arrival date	10% of the price of the services ordered
20–14 days prior to the planned arrival date	30% of the price of the services ordered
13–7 days prior to the planned arrival date	50% of the price of the services ordered
6–3 days prior to the planned arrival date	75% of the price of the services ordered
2 or fewer days prior to the planned arrival date	100% of the price of the services ordered

- 3.2 Cancellation fees will not be charged if the client's arrival is prevented by one of the following conditions: sudden illness or injury verified by a doctor's certificate, natural disaster, or the death of a family member (parent, husband/wife, child). For reservation cancellations, the client is responsible for the payment of any bank fees related to returning the remaining balance to their account.

#### **4. Arrival at the Bohemia-lázně a.s. company facilities**

- 4.1 The guest shall announce their arrival at the reception desk of the Kriváň Sanatorium to the receptionist on duty.
- 4.2 The guest will present their national identity card, passport, or other valid form of identification (such as a residence permit) at the reception desk, according to which an authorised employee of the provider will verify the guest's identity. The guest will confirm the accuracy of their personal information and the length of stay by signing the registration card.
- 4.3 Unless otherwise arranged, guest check-in is between 2:00 p.m. and 12:00 a.m.
- 4.4 Upon arrival at the accommodation, the guest shall pay for the ordered services unless they have already done so by a bank transfer to the company account. After paying for the ordered services, the accommodation provider shall issue a tax document confirming the payment of the entire stay.
- 4.5 The receptionist on duty shall notify the guest that they need to familiarise themselves with the "Guest Information," which includes accommodation regulations and fire safety regulations. The "Guest Information" document is located in a visible place in each room.
- 4.6 The number of persons per room must be in accordance with the number of persons registered for the accommodation. The guest agrees to state the exact number of individuals during registration.
- 4.7 The duration of the stay is established upon the guest's arrival at the latest, and is entered into the reservations system. The duration of the stay may be extended only upon the provider's approval, and must be confirmed by entering it in the reservations system and on the registration card.
- 4.8 The guest hereby grants their consent to the provider to process and store their personal information in the scope of information provided for the purpose of providing accommodation and guest registration pursuant to Act No. 565/1990 Coll., on local fees, and Act No. 326/1999 Coll., on the residence of foreigners in the Czech Republic and on the amendment of certain laws. More detailed obligations of the guest and provider regarding keeping records in the registration book or in the house log book are established by the above-mentioned legislation.

#### **5. General rules of accommodations**

- 5.1 The guest has the right to utilise the area designated for their accommodations as well as the communal areas of the Bohemia-lázně company's establishment, and utilise the services related to the accommodation.
- 5.2 Upon arrival, the guest shall receive a spa card or hotel card, and a room key or magnetic key card. If the guest is staying in the annex, he/she can obtain the keys to the room and main entry at the annex reception desk, and is required to lock the house each time he/she enters or exits it.
- 5.3 The guest is required to prevent any loss, destruction, or damage to these keys and prevent access to the keys by any third party that is not a direct participant of the respective contract on accommodations and on the provision of therapeutic spa rehabilitation treatment established between the guest and the provider. Possible penalties for the loss, destruction, or damage of

the keys or access by a third party are imposed by a fine of CZK 350, which covers the financial expense of having a new key cut.

#### 5.4 The guest is required:

- to familiarise him/herself with, and abide by the General Business and Accommodation Terms and Conditions (accommodation regulations);
- to pay the price of the services ordered according to the current price list;
- to use the areas designated for accommodation in an orderly manner, to keep all areas clean and tidy;
- to protect the furnishings of the establishment from being damaged in the areas designated for accommodation;
- to immediately report any loss or damage that the guest or other individuals staying with him/her on the hotel premises have caused. The accommodated person shall be responsible for damage to the property according to the applicable regulations.
- in the period from 10:00 p.m. to 6:00 a.m., to behave in such a manner so as not to disturb other individuals with excessive noise;
- upon leaving the room, to make sure to close all windows, shut off all water faucets, switch off lights, shut off any electric appliances that are not in use during the guest's absence, and lock the room;
- to leave the room key at the reception desk upon leaving the hotel.

#### 5.5 Without the provider's consent, the guest is not allowed:

- to perform any significant changes in the areas designated for accommodation (move furniture, move equipment, etc.);
- to remove any furnishings or equipment from the areas designated for accommodation;
- to use his/her own appliances in the areas designated for accommodation, with the exception of small appliances used by the guest for personal hygiene or office work; each individual accommodation establishment includes an ironing area - ironing room - for the purpose of ironing.
- to allow access to the area designated for accommodation to a third party;
- to receive visitors in the area designated for accommodation; visitors must be entered in the visitor's log or reported to a reception employee, and are only allowed in between 7:00 a.m. and 10:00 p.m. with the provider's consent; visitors may only be received in the communal areas of the hotel;
- to list the address of the hotel or the area designated for accommodation as his/her place of business;
- Dogs and cats or other small animals may stay at the accommodation establishment only with the consent of the provider and only under condition that the guest verify that they are healthy (by presentation of a valid vaccination card), and that he/she pay the respective fee established by the provider.

#### 5.6 Guests in the area designated for accommodation are also not allowed to:

- carry a weapon, ammunition or explosives, or otherwise store them in a manner allowing for their immediate use;
- keep, manufacture, or store narcotic or psychoactive substances or poisons unless they involve medication prescribed to the guest by his/her physician;
- smoke – the rooms are equipped with smoke detectors, which may cause a hotel-wide fire alarm. This does not apply for designated smoking areas that are visibly marked with the respective symbol. (Smoking areas include the gazebo on the terrace in front of the main Kriváň building.)
- use an open flame

#### 5.7 The following regulations also apply:

- According to international practice, clients may check in on the date of their arrival at 2:00 p.m. at the earliest, and must check out by 12:00 p.m. on their date of departure. Early arrival or late departure are not acceptable reasons for prolonged room use. Accommodation facilities or rooms are assigned exclusively by Bohemia-lázně a.s. on location. If the accommodated person requests a prolongation of accommodation, the provider, if able to comply, can offer a room different from the original accommodation. Depictions of the premises shown in informational leaflets and offers are for illustrative purposes only, which is why they may not correspond with the room that the client has been assigned on location. This same principle applies to depictions of treatments or other offered services. If operational issues so require, Bohemia-lázně a.s. company may change the location of the accommodation within her accommodation capacity.
- Accommodation facilities may be utilised only by individuals that are not suffering from infectious diseases.
- The provider reserves the right to expel clients from the hotel whose activities or behaviour disrupt the operations of the spa hotel or the provision of services. Clients under the influence of alcohol, who smell foul, or who are verbally abusing the employees of the spa hotel, or clients who express themselves in a vulgar or coarse manner toward the company or its representatives, may also be expelled.
- For safety reasons, children under the age of 15 may not be left without supervision in the hotel room or other communal areas of the accommodation facilities.
- For individuals under the age of 15 whose health so requires, guests are required to secure supervision by an adult in their party.
- The guest is required to provide the consent of the legal guardian when the client is over the age of 15 and under the age of 18 and is utilising the services without the accompaniment or supervision of the guardian in question.
- Opening hours for all facilities are 6:00 a.m. to 10:00 p.m.
- Guest complaints or suggestions for improving the services of the accommodation facilities can be submitted at the reception desk, to the manager, or to the company director. Express your complaints or suggestions for improvement by filling in questionnaires and dropping them in the guest box.
- The requests and complaints log book is available at the Kriváň Sanatorium reception desk.

- If a fire breaks out in the accommodation facilities, call telephone no. 9 or 1111 immediately – nonstop 24 hours, or 112 between the hours of 6:00 a.m. and 7:00 p.m.
- Nonstop day and night nurse or emergency physician medical services are available to guests on the 1st floor of the Kriváň Sanatorium. For urgent cases, the nurse may be paged on telephone number 7109.
- Food service hours are listed on the bulletin board at the entrance to the spa restaurant. These times must be observed. Guest are not allowed to remove dinnerware or food from the spa restaurant or take food from the spa restaurant to fellow residents. In case of illness of a spa client, food will be taken to their room based on the physician's recommendation. Room food service is provided by the nurse on duty.
- Guests will allow access to maid services during operating hours.
- In special cases, the provider may offer the hotel guest different accommodation than that established in the reservation if it does not differ significantly from that listed in the confirmed reservation.
- Spa guests are obliged to observe the individual spa regimes – spa treatments must not be disturbed by drinking alcoholic beverages, and guests must observe the list of spa treatments that have priority over any other activity.
- If the client is not satisfied with the services provided by the company's employees, he/she is required to attempt to resolve the problem without delay with the head of the department in question. If the situation remains unresolved, he/she may file a claim regarding the services provided immediately and without delay in accordance with the current company Claims Regulations.
- The client shall have the right to file a motion for out-of-court settlement of the dispute with the designated entity in charge of out-of-court consumer dispute settlements, which is:

**The Czech Trade Inspection Authority (CTIA)**

Central Inspectorate - ADR Department

Štěpánská 15

120 00 Praha 2

E-mail: [adr@coi.cz](mailto:adr@coi.cz)

Web: <https://adr.coi.cz>

The Czech Trade Inspection Authority is a supervisory body monitoring consumer protection, acting in pursuance of Act No. 64/1986 Coll., The Czech Trade Inspection Authority Act as amended, and additional legal regulations. The Czech Trade Inspection Authority's website is [www.coi.cz](http://www.coi.cz).

## 6. Provider's responsibility for guests' personal items

- 6.1 The guest may request to rent a safe for the storage of cash, jewellery, or other valuables. Safes are located in an area monitored by security cameras. Guests enter the area separately. There is only one set of keys to the safe.
- The hotel has the right to refuse the acceptance of items for safeguarding if the items are dangerous or if their value is disproportionate to the accommodation facility. The accommodation provider requests that the items should be handed over in a closed or sealed container.

- 6.2 Claims for damage to guests' personal items can be reported immediately upon the discovery of such damage or within 15 days at the latest. Compensation will not be paid if the damage was caused by the guest him/herself or by an individual accompanying him.
- 6.3 If the guest leaves any possessions in the room after the end of his/her stay and the cost of accommodations has not been paid, the provider shall remove the guest's possessions from the room and store them in a safe place to prevent any damage. An authorised employee shall perform photographic documentation prior to cleaning the room. Once the debt for accommodation has been paid, the provider shall return all items to the guest.

## **7. Safety, guests' liability for damage**

- 7.1 Guests are required to familiarise themselves with the safety regulations and the evacuation plan in case of fire. This plan is available in every hotel room. Additional information can be provided by the receptionist on duty.
- 7.2 Guests must conduct themselves in a manner that prevents unwarranted harm to the freedom, life, health, or property of others.
- 7.3 If a guest's conduct results in damage to the provider's property, the resulting damage shall be repaid following a review by the provider. The guest is obliged to pay for damage on the spot in cash or through their property damage insurance.
- 7.4 The responsibility of guests for damage for misplaced belongings is governed by the provisions of Section 2945 et seq. of Act No. 89/2012 Coll., Civil Code.
- 7.5 The responsibility of guests for damage to belongings brought in is governed by the provisions of Section 2946 et seq. of Act No. 89/2012 Coll., Civil Code.
- 7.6 The provider operates a parking garage with a camera system.

## **8. Information on handling of personal information**

### **1. What data do we process?**

The joint-stock company Bohemia-lázně a.s. processes data included in the proposal for spa care and data you provide to us by filling out your registration card on arrival. We process these data on the basis of the contractual relationship between you and us for the purpose of the contract implementation in terms of provision of spa therapy/rehab care, relaxation, reconditioning and hotel-type stay and the related services.

Our spa receives the proposal for your spa therapy from your health insurance company. Likewise the data on your therapies are processed by us on the basis of the same legal title. In the case of charged spa therapy/rehab (completely self-paid or allowance-paid care) we are in addition required to provide to your health insurance company data about therapeutic procedures applied to you in our facilities and other data required by health care companies and to permit checks of these data by the health insurance companies.

In the case of foreigners we further process data needed for reporting the foreigner's stay in the country as imposed by Act No. 326/1999 Coll. on the residence of foreign nationals in the territory of the Czech Republic and on amendment of some other acts, as amended. We perform this data

processing exclusively for the purpose of complying with our duties above, and the processing includes forwarding the data entered in the registration form to the competent foreign police department.

We do not process these data further for marketing purposes and we archive them after the foreigner leaves the country, for the period for which the health insurance companies are entitled based on the generally binding legislation to check the provided charged services and their accounting clearance. Similarly, in the case of allowance-paid spa care or self-paid spa therapy we process the data on the provided care for the period for which the self-paying client is entitled to question the care provided.

The accounting and tax documents used by us for settlement of the provided care also include certain personal data (client's first name and surname, service type, document issue date). We only archive these documents for the purpose of fulfilment of our duties following from the relevant accounting and tax legislation, for the period required by these legislative regulations.

Our spa has not yet experienced questioning of services provided by us by a health insurance company or our self-paid clients. In the rare case we did we would be forced to process the related personal data until the dispute settlement, exclusively for the purpose of protection of our rights in the dispute. In such a case of your personal data processing we would inform you about this fact without undue delay.

Our facilities are equipped with camera systems for the purpose of protection of persons and property against unauthorised or illegal acts. We process recordings of these cameras. We have stringent mechanisms in place for your data protection.

## ***2. Whom do we make your data accessible to or whom do we provide your data to?***

We make your personal data accessible exclusively to the appropriate health insurance company for the purpose of inspections health insurance companies are required to perform based on the relevant generally binding legislation (Act No. 48/1997 Coll. on public health insurance and on amendments of some related acts, as amended). If you are self-paying client then we do not disclose your personal data to anybody.

In the case of foreigners we provide the competent foreign police department with personal data included in the registration form.

## ***3. Your rights according to the valid legislation***

We process your personal data in a transparent and correct manner, in compliance with the law. You are entitled to access your personal data, obtain an explanation about their processing and exercise other rights if you believe your personal data are not processed correctly. We would also like to inform you about your further rights pursuant to the valid data protection legislation:

- The right to access personal data we process about you; we may charge a reasonable fee not exceeding the costs necessary to provide the information. You receive your transaction data exclusively in the form of a statement of the relevant service you use. You can submit your request:
  - Electronically at the following e-mail address: [director@bohemia-lazne.cz](mailto:director@bohemia-lazne.cz) with your authenticated signature,



- In writing with your authenticated signature or in person on which occasion your identity will be checked. Please state "PERSONAL DATA" clearly on the envelope.
- The right to correction of your personal data in the case of their incorrectness or inaccuracy in any respect,
- If you believe or find out that our processing of your personal data is at variance with the protection of your private and personal life or the law, especially if your personal data are inaccurate regarding the purpose of their processing, you have the right to ask us for an explanation and/or remedy of the condition (for example by blocking, correcting, amending or erasing your personal data),
- The right to deletion or restriction of processing of your personal data,
- The right to object against processing for the purpose of assessing whether the duties imposed on us by applicable legislation have been violated,
- In the case of your personal data processing on the basis of your consent you have the right to withdraw your consent any time,
- And last but not least, you are entitled to file your complaint with the data protection supervisory authority, which is the Office for Personal Data Protection with its registered office at Pplk. Sochora 27, 170 00 Prague 7.
- Your rights also include the right to data portability in relation to the data provided by you and processed by us based on the necessity of their processing for the purposes of the contract performance. If you want to transfer these data to another controller we will enable you to obtain your personal data in a common structured machine readable format or, if technically feasible, we will provide them directly to the new controller.

These accommodation regulations are effective as of 1/1/2019.

Jiří SLUKA  
Managing Director