

General Terms and Conditions

1. Data of the Service Provider

PLAKOS s.r.o., Plzeňská 54, 353 01 Velká Hleďsebe, Co. Reg. No.: 27999343, EU VAT No.: CZ279993

written in district court in Plzeň, , selection C, number 20802 - sanatorium Spa & Wellness Hotel Harmonie, address:Trebizskeho 94, Marianske Lazne (distance only Spa)

2. General Rules

2.1. Present "General Business Terms and Conditions" regulate the use of the lodgings and related services provided by the Service Provider.

2.2. Special, unique conditions do not constitute part of the indicated General Business Terms and Conditions, but do not exclude the drawing up of special agreements with tour operators and organisers from time to time with conditions adjusted according to the type of business.

3. Contracting Party

3.1. The services provided by the Spa are used by the Guest.

3.2. In the event that an order for services is placed directly with the Spa, the Guest is qualified as the Contracting Party. The Spa and the Guest jointly - if the terms and conditions are met - become Contracting Parties (hereinafter Parties).

3.3. In the event that an order for services is placed with the Spa by a third party commissioned by the Guest (hereinafter Agent) the terms and conditions of the co-operation shall be regulated by the contract concluded between the Service Provider and the Agent. In this case the Service Provider is not obliged to check whether the representation of the Guest by the third party is lawful.

4. The Contract, the Reservation, Modifications, Obligation for notification

4.1. Upon written or verbal inquiry by the Guest, the Spa makes an offer. If no order is placed within 48 hours of sending the offer, the obligation of the Spa to honour the offer ceases to be binding.

4.2. The Contract comes into effect when the Spa confirms in writing the verbal or written booking of the Guest, and as such is qualified a Contract concluded in writing. Any booking, agreement, modification or the confirmation of these by the Spa are not qualified as contracts.

4.3. The Contract on the use of accommodation-services covers a defined period of time.

4.3.1. If the Guest checks out prior to the end of a defined period of time, the Spa is entitled to a defined percentage of the value of the service set down in the Contract, as follows:

The Spa is entitled to sell the available room before the contracted period of stay ends.

4.3.2. The Spa must approve in advance any extension of the use of the accommodation-service that is initiated by the Guest.

In such instances the Spa may request the payment of the fee for those services already provided.

4.4. The Contract can only be modified and/or complemented by a written agreement signed by the Parties.

5. Terms of Cancellation

5.1. Unless otherwise stated by the hotel in its offer, the accommodation-service may be cancelled without a penalty payment obligation as long as the following notice periods are observed:

30 days before the date of arrival without severance pay

- from 29 days to 15 days before arrival 20% of the total price
- from 14 days to 07 before arrival 40% of the total price
- 07 days to arrival 100% of the total price

6. Rates

6.1. The hotel room rates (Rack Rate) are situated on web sides www.spahotelharmonie.cz in the relevant price lists, tender leave, later in the printed price lists and prices include therein. The price lists of other services are available at the given hotel departments (restaurant, spa, wellness).

6.2. The Service Provider reserves the right to change its published rates without prior notification.

6.3. When publishing its rates the Spa shall indicate the tax content of the rates (VAT, Local Tax) valid at the time of the offer in line with legal regulations. The Spa shall transfer all surplus burdens arising from the amendment of the prevailing tax law (VAT, Local Tax) to the Contracting Party following notification thereof.

6.4. You will find discounts, special rates and offers at www.spahotelharmonie.cz.

7. Payment Terms, guarantee

7.1. The value of the services provided by the Spa are to be paid by the Contracting Party following the use of the services and prior to departure from the hotel.

7.2. In order to guarantee the contractual use of the services provided and the payment of the value of those services, the Spa may:

a) may require a credit card guarantee, in the course of which the value of the ordered and confirmed service is blocked on the credit card;

b) Spa may require of the fee in part or in full.

7.3. The Spa can effect payment in:

- bank transfer
- in cash
- credit cards (MasterCard, VISA, Maestro, VISA Elektron)
- voucher Benefit Plus

Domestic bank: : Komerční banka,a.s. Mariánské Lázně

Číslo účtu:43-967060257 / 0100

International Bank: Our bank details are: Volksbank Nordoberpfalz eG,Wörthstr 14, DE-92637 Tirschenreuth ,
SWIFT: GENODEF1WEV, ACCOUNT: 570 34 92, **IBAN: DE 73 75 39 0000 0005 7034 92**, ACCOUNT
HOLDER: PLAKOS GmbH

8. Terms and Conditions of Using the Hotel Services

8.1. The Guest can check in on the day of arrival after 13:00, and is requested to check out on the departure day before 11:00.

9. Pets

9.1. Pets can generally be taken to the lodgings of the Spa. They can be kept in the rooms and use the common areas to access the rooms under the supervision of the Guest. However, they cannot be taken to any other premises (restaurant, spa, etc).

9.2. The Guest will be held fully liable for any damage caused by his/her pet.

10. Termination of Contract, Ceasing of Obligation to Provide Services

10.1. The Spa is entitled to withdraw from the Contract to provide accommodation-services with immediate effect, and to be free from all obligation to provide services, if:

a) the Guest does not use the room or the building rendered for his/her use properly;

b) the Guest does not observe the security and order of the accommodation site, treats the employees in an objectionable or rough manner, is under the influence of alcohol or drugs and displays menacing, offensive or otherwise unacceptable behaviour;

c) the Guest has a contagious disease;

d) the Contracting Party does not meet his/her advance payment obligation by the agreed deadline.

10.2. the Contract between the parties cannot be honoured as a result of "force majeure".

11. Guarantee for Accommodation

11.1. In the event that the hotel of the Spa is at fault for failing to provide the services listed in the Contract (e.g. overbooking, temporary problems of operation, etc), the Spa is obliged to provide accommodation for the Guest without delay.

11.2. The Spa is obliged:

a) to provide/offer the services listed in the Contract at the rate and for the period confirmed - or until the conclusion of the incapacitation - in another place of accommodation of the same category)

b) to ensure the Guest is transferred free of charge to the replacement accommodation, and back to the original accommodation should that become available again later.

11.3. If the Spa fully meets these obligations, and if the Guest has accepted the replacement accommodation, no subsequent claim for compensation will be accepted.

12. Disease or Death of the Guest

12.1. In the event that during the time of using the accommodation-service the Guest is taken ill and is not able to care for himself/herself on his/her own, the Spa is to offer medical help.

12.2. If the Guest falls ill or dies, the Spa will require a cost compensation from the dependant, heir or person settling his/her accounts, for the possible medical costs, the value of services used prior to the death and the incidental damages done to the equipment and furniture in the hotel related to the disease/death.

13. Rights of the Contracting Party

13.1. Pursuant to the Contract, the Guest is entitled to the proper use of the ordered room and establishments of the place of accommodation that belong to the usual service sphere, and are not under the effect of special conditions.

13.2. The Guest may complain about the performance of the services provided by the Spa during his/her stay at the place of accommodation. The Spa is obliged during this period to handle complaints justifiably sent to it in writing (or minuted by the Spa).

14. Obligations of the Spa

14.1. The Spa is obliged to settle the value of the contractually ordered services by the date and with the method laid down in the Contract.

14.2. The Guest will ensure that children under 18 under his/her responsibility shall stay in the hotel of the Spa only under adult supervision.

14.3. The Guest shall not bring in any of his/her own food or drink to the food and beverage units of the hotel.

15. Compensation Liability of the Contracting Party

The Guest shall be held liable for all damages and inconvenience suffered by the Spa or a third person as a result of the actions of the Guest, his/her escort or any person(s) under his/her responsibility. This liability remains in effect even if the aggrieved has the right to claim compensation for his/her damages directly from the Spa.

16. Rights of the Spa

The Spa shall:

a) provide the accommodation and others services ordered based on the Contract in line with the valid stipulations and service standards;

b) examine the written claim of the Guest and take steps to remedy the problem, which is also to be recorded in writing.

17. Secrecy

The Spa shall proceed according to the standards determined by the Data Handling Guide.

18. Force Majeure

Any reason or circumstance (e.g.: war, fire, flood, rigours of weather, power shortage, strike) beyond the control of the Party (force majeure) excuses any Party from performing the obligations set in the Contract prior to this reason or circumstance existing. Parties agree to do everything in their power to limit the possibility of these reasons or circumstances occurring and to remedy the damage or delay caused by them as soon as possible.

19. Jurisdiction, Governing Law

The legal relationship between the Spa and the Contracting Party shall be governed by the local Czech law.