

# General Terms and Conditions

The Svatá Kateřina Resort (hereinafter “Resort“)

Address: Resort Svatá Kateřina, Svatá Kateřina 327, 394 64 Počátky

Phone: 0042 565 456 801

Email: [info@katerinaresort.cz](mailto:info@katerinaresort.cz)

Operated by:

ŠÉM, a.s.

Company Seat: Riegrový sady 38, Vinohrady, 120 00 Prague 2

Tax Number: 0042 256 34 933

Company is registered at the Municipal Court in Prague, Section B, Insert 5133

Contact: ŠÉM, a.s., Riegrový sady 38, Vinohrady, 120 00 Prague 2

## 1. CONDITIONS OF CONCLUSION OF THE ACCOMMODATION CONTRACT

- 1.1 Accommodation in the Resort is provided based on an Accommodation Contract (hereinafter “**contract**“) concluded in accordance with the provisions of Paragraph 2326, and subsequent paragraphs, of the Law 89/2012 Coll., of the Civil Code, as amended (hereinafter “**Civil Code**“). For the purposes of these General Terms and Conditions (hereinafter “**GTC**“), the term contracting party means the Resort, as the accommodation provider on the one hand and a natural person who is a consumer according to Paragraph 419 of the Civil Code, on the other hand. Based on the contract, the Resort provides temporary accommodation for the agreed period, as well as other offered services booked by the guest (hereinafter “**services**“). Based on the contract, the accommodated person (hereinafter “**guest**“) undertakes to pay the Resort, duly and on time, for accommodation and services the price set by the Resort or agreed with the Resort within the Accommodation Contract. The guest further undertakes to comply with all other stipulations and obligations in accordance with the contract, the Accommodation Rules and the General Terms and Conditions of the Resort.
- 1.2 The Accommodation Contract is always concluded in writing. A written confirmation of the booking or reservation will suffice to comply with this requirement.
- 1.3 The rights and obligations of the contracting parties not expressly regulated by the contract are regulated by the GTC. If the contract stipulates something other than GTC, the contract shall apply. The GTC, including Accommodation Rules are available at the website: [katerinaresort.cz](http://katerinaresort.cz) and form an integral part of the contract. By concluding the contract, the guest confirms that he/she has duly read all the stipulations of the GTC, including Accommodation Rules, and that he/she understands them.
- 1.4 Prices of accommodation and services are available at the Resort's website: [www.katerinaresort.cz](http://www.katerinaresort.cz) (hereinafter “**web pages**“). In case of online reservation via the reservation form which is available at the website, the final price of accommodation and services will be communicated to the guest before the reservation is confirmed. In case of certain packages (e.g. Ayurvedic Packages) or in case of special requirements, the price of accommodation and services will be communicated to the guest by e-mail, based on an individual calculation performed by the Resort reflecting the guest's request.
- 1.5 If the guest grossly violates the obligations as stipulated in the contract, GTC and/or good manners (e.g. rough, noisy or offensive behavior within the Resorts premises), the Resort is entitled to terminate the contract without notice, before the contractual period expires, providing the guest was notified of such misbehavior by the Resort in accordance with the provisions of Paragraph 2331 of the Civil Code, if the guest again committed such misbehavior.

## 2. CONTRACT CONCLUSION, RESERVATION

- 2.1 Accommodation reservation may be accomplished in the following ways:
  - 2.1.1 Using the reservation form available on our web pages: [katerinaresort.cz](http://katerinaresort.cz). The appropriate box of the reservation form certifying the guest has read the content of the GTC and Personal Data Processing Policy must be checked. Without this confirmation, the reservation cannot be completed.
  - 2.1.2 In case of certain packages (e.g. Ayurvedic programs) or in case of special requirements, by sending a request using the contact form available on the [katerinaresort.cz](http://katerinaresort.cz) website or by e-mail

send to [info@katerinaresort.cz](mailto:info@katerinaresort.cz). Based on the request, the Resort will prepare a specific offer and send it to the guest for approval. These GTC will be also attached to the e-mail offer (GTC also contain information on personal data processing), with which the guest agrees by accepting the offer.

2.1.3 By phone following reservation confirmation send by e-mail to [@katerinaresort.cz](mailto:@katerinaresort.cz).

2.2 To conclude the Accommodation Contract, full advance of the accommodation must be paid. The guest is obliged to pay the advance on the basis of the advance invoice issued by the Resort, by the due date and according to the conditions specified herein, or by a credit/debit card through the payment gateway. Payment through the payment gateway of the contractual partner of the Resort is made as part of the accommodation reservation process. The following cards are accepted: MasterCard, Maestro, VISA and VISA Electron. The advance invoice will be sent to the email address provided by the guest. The Accommodation Contract is considered concluded when the deposit is paid in full.

2.3 The advance is indivisible and non-transferable to another guest in the final statement or tax document. The tax document will be issued to the same guest as the advance invoice. Please, provide the exact billing information when booking. Changes made after booking cannot be made.

2.4 In the case of non-cash payments, completed payment always means the moment when the relevant amount is credited to the Resort's bank account.

### **3. RESERVATION CANCELLATION, WITHDRAWAL FROM THE CONTRACT BEFORE ARRIVAL, NO-SHOW FOR ACCOMODATION AND SERVICES**

3.1 If the advance according the Article 2, Paragraph 2.2, is not paid properly and by the due date, the accommodation reservation will be cancelled after the due date.

3.2 The guest is entitled to withdraw from the contract before the date of arrival. However, the guest is obliged to deliver to the Resort a written withdrawal from the contract. In this case, the Resort is entitled to charge the guest a cancellation fee. The amount will be deducted from the amount of advance paid. The rate of the cancellation fee will be determined as follows:

3.2.1 If cancelled up to 30 days before arrival: free of charge;

3.2.2 If cancelled within 29-14 days before arrival: 20% of the total amount of booked services;

3.2.3 If cancelled within 13-7 days before arrival: 30% of the total amount of booked services;

3.2.4 If cancelled within 6-2 days before arrival: 50% of the total amount of booked services,

3.2.5 If cancelled less than 48 hours before arrival or in case of no-show: 100% of the total amount of booked services.

3.3 If the agreed accommodation and services cannot be provided for reasons not on the side of the guest (i.e. on the side of the Resort or due to external circumstances, including anti-epidemic measures instituted by the authorities) the Resort will preferably offer change of reservation or a Gift Voucher under the conditions stipulated in Paragraph 3.3 of this Article.

3.4 In case the guest does not show for a lesson, procedure, sports activity, workshop or a lecture (hereinafter "activity"), which is part of the booked package, there is no right for a refund or replacement of such activity. If an activity booked additional to the package, is cancelled less than 72 hour before its start or in case of no-show, the guest is obliged to pay cancellation fee of 100 % of the price of such activity.

3.5 If accommodation and related services are provided as part of a package, its content cannot be changed (including basic accommodation). If any service that is part of the package or the basic accommodation is not used, there is no right for a replacement of a given service, refund of proportional part of the package price or any other form of refund. Basic accommodation means accommodation in the Resort, the price of which includes breakfast, free entrance to the Wellness & Spa at the Svatá Kateřina Hotel, free entrance to the gym, VAT, and transfer from the fenced unguarded car park in Počátky and back.

3.6 The Resort is not liable for any damages caused to a guest in connection with force majeure. An event of force majeure is considered to be an extraordinary, unpredictable and insurmountable obstacle arising independently of the Resort's will, which prevents, temporarily or permanently, to fulfill its obligations as stipulated in the Accommodation Contract. Strikes, lockouts, blockades, wars, civil unrest, natural disasters, epidemics and interventions, regulations or measures instituted by the authorities, including anti-epidemic measures, are considered the be events of force majeure.

#### 4. ARRIVAL AT THE RESORT

- 4.1 Due to the fact that use of motor vehicles is prohibited within the Resort premises, a parking lot in Počátky is available for guests. Upon arrival at the car park, the guest contacts the hotels shuttle bus driver at 774 427 770 or the reception at 565 456 801. A detailed description of the car park location will be included in the booking confirmation.
- 4.2 The guest will report his/her arrival to the authorized receptionist at the hotel reception.
- 4.3 At the reception, the guest will present his/her ID card or passport, or another proof of his/her identity (e.g. Residence Permit). The authorized receptionist will then verify the guest's identity. The guest will confirm the accuracy of personal data and the period of stay by signing the registration form. By signing the registration form, the guest agrees with the Accommodation Rules, which are part of the GTC. Accommodation Rules are available at the reception and on the following website: [katerinaresort.cz](http://katerinaresort.cz), as part of the GTC.
- 4.4 Unless otherwise agreed, the check-in time is 14:00 hours. If early check-in is requested, there is a surcharge of 50 % of the room price for 1 night.
- 4.5 The number of persons in a room corresponds to the number of guests registered for accommodation and the maximum allowable capacity of a given room.
- 4.6 The duration of any accommodation is fixed upon its booking. Extension is possible only providing there is free capacity available. The guest will pay the corresponding difference in price.

#### 5. GENERAL ACCOMODATION REGULATIONS – ACCOMODATION RULES

- 5.1 The guest has the right to use the space reserved for his/her accommodation, as well as the common areas of the Resort and to use the services associated with the accommodation.
- 5.2 Upon arrival, the guest will receive a key, resp. magnetic or chip card for the room (hereinafter "keys"). The guest is obliged to prevent loss, destruction or damage of the keys, and will not provide the keys to third parties not included in the given Accommodation Contract concluded between the guest and the Resort. In case of loss, destruction, damage or lend keys as stipulated above, the guest is obliged to pay the Resort a lump sum of 100 CZK for damages.
- 5.3 The guest is obliged to:
  - 5.3.1 Get acquainted with the Accommodation Rules and follow them;
  - 5.3.2 Pay the price for accommodation according to the valid pricelist;
  - 5.3.3 Properly use the premises designated for accommodation, maintain order and cleanliness in all premises;
  - 5.3.4 Ensure cleanliness within the Resort;
  - 5.3.5 Protect furnishings of the accommodation premises against damage;
  - 5.3.6 Immediately report any damage or loss, caused by a guest or guests accommodated within the Resort premises with the guest;
  - 5.3.7 Do not disturb other guests by excessive noise In the period from 22:00 hours to 07:00 hours;
  - 5.3.8 When leaving the room, close all water faucets, turn off the lights and electrical appliances not used during the guests absence, and close the windows;
  - 5.3.9 Upon leaving the hotel, return the keys at the reception.
- 5.4 The guest may not, without prior consent of the Resort, the following:
  - 5.4.1 Carry out substantial modifications within the Resorts premises (move furniture, relocated equipment, etc.);
  - 5.4.2 Remove any furnishings and equipment from the accommodation premises;
  - 5.4.3 Use own appliances within the accommodation premises, except small appliances used by the guest for personal hygiene or office work;
  - 5.4.4 Lend accommodation premises to another guest;
  - 5.4.5 Receive visitors within the given accommodation premises. Guests can only receive visitors in common areas of the hotel;
  - 5.4.6 List the address of the accommodation building as a place of business;
  - 5.4.7 Keep animals within the hotel premises (dogs, cats). If the Resort grants permission to accommodate animals in buildings designated for this purpose (Garrison Hotel, Gymnasion Hotel), the owner is obliged to pay a fee of 350 CZK/night for the first animal, 490 CZK/night for

any additional animal. At the request of the Resort personnel, the owner of the animal is obliged to prove the sound condition of the animal by presenting a valid vaccination card. The animal owner must secure supervision of the animal throughout the entire accommodation period at the Resort. The animal owner is obliged to pay for any damages or injury caused the animal.

5.4.8 In case of accommodation with minor children, an adult must ensure their supervision throughout the entire accommodation period at the Resort.

5.5 Furthermore, within the Resorts premises the guest may not:

5.5.1 Bring in weapons, ammunition and explosives or otherwise keep them in a condition for their immediate use;

5.5.2 Posses, manufacture or store narcotics, psychotropic substances or poisons, other than medical products prescribed to the guest by a doctor;

5.5.3 Smoke. This does not apply in outdoor areas reserved for smoking and visibly marked with the appropriate symbol;

5.5.4 Use open fire.

## 6. LIABILITY OF THE RESORT FOR GUEST'S BELONGINGS

6.1 Upon request, the Resort will safely store guest's valuables, jewellery or cash. The Resort reserves the right to refuse safekeeping of objects dangerous or for the Resort disproportionate in value or volume. The Resort requires such items be placed in a closed or sealed box.

6.2 Compensation claim for damages caused to guest's belongings must be filed within 5 days since the damage was discovered. Damages will not be reimbursed if the damage was caused by the guest or a person accompanying the guest.

6.3 If the guest leaves his/her belongings in the room at the end of accommodation period and the accommodation is not paid for, the Resort will store such items, at the guest's expense, in a safe place to prevent damage. After accommodation and storage fee is paid in full, the Resort will return the items to the guest.

## 7. SECURITY, GUEST'S LIABILITY FOR DAMAGES

7.1 The guest is obliged to get acquainted with the Safety Rules and Evacuation Plan in case of fire. This Plan is posted in each hotel room and may be also inspected at the reception.

7.2 The guest is obliged to act in a way that prevents unjustified infringement on liberty, life, health or property of another person.

7.3 If the guest, by his actions or omissions, causes damages or injury to life, health or property of the Resort or of third parties, or if such damage is caused by a person for whom the guest is responsible (e.g. minor child), the guest is obliged to compensate all such damages or injury. If, in connection with such damages or injury of third parties caused by actions or omissions of the guest or of a person for whom the guest is responsible, the guest undertakes to compensate the Resort for any incurred costs connected with such damages or injury.

## 8. DEPARTURE FROM THE RESORT

8.1 The guest is obliged to leave his/her room by 11:00 hours. In case of late check-out (no later than 18:00 hours), a surcharge of 50 % of the room rate will be charged.

8.2 On the day of departure, it may be possible, if agreed by the reception personnel, to extent the check-out time until 18:00 hours without the 50 % surcharge. The request for extended check-out must be made upon arrival to the Resort, at the latest.

8.2 The guest locks the room and leaves the keys at the hotel reception, unless otherwise agreed.

## 9. INFORMATION REGARDING PERSONAL DATA PROTECTION

9.1 The guest acknowledges that in connection with the provision of accommodation and services, the Resort will process personal data in accordance with Regulation of the European Parliament and Council (EU) 2016/679, dated April 27, 2016, the General Regulation on Personal Data Protection.

- 9.2 The purpose of personal data processing in the fulfillment of the Accommodation Contract, including communication before its conclusion, and the fulfillment of legal obligations (especially in the area of taxes and accounting, guest records in connection with the Local Fees Act and the Act on the Residence of Foreigners in the Czech Republic).
- 9.3 In order to provide accommodation and services, the following personal data, based on information obtained from the guest, are processed: name, surname, date of birth, email, phone number. In order to fulfill the legal obligations, personal data are processed to the extent stipulated by legal regulations.
- 9.4 The Resort shall process personal data manually or automatically directly through its authorized employees and also through processing companies authorized by the Resort on the basis of personal data processing agreements.
- 9.5 The Resort will process personal data for the period of performance of the given contract or for the period stipulated by legal regulations.
- 9.6 The guest has the right to access, correct or delete their personal data processed by the Resort, or limit the processing, and retains the right to object to such processing.
- 9.7 Additionally, the guest has the right to obtain, from the Resort, personal data concerning the guest and also data provided by the subject to the Resort. At the request of the guest, the Resort will provide the guest such data without undue delay, in a structured, commonly used and machine-readable format.
- 9.8 If the guest believes that his/her personal data has been processed unauthorized, he/she may file a complaint with the supervisory body, namely the Office for Personal Data Protection ([www.uoou.cz](http://www.uoou.cz)) for the territory of the Czech Republic.

## 10. OUT-OF-COURT DISPUTE SETTLEMENT

- 10.1 In the event of a dispute between the guest and the Resort, the guest, considered a consumer according to stipulations of Paragraph 419 of the Civil Code, is entitled to file a motion to initiate and out-of-court settlement of the dispute with the Czech Trade Inspection, Central Inspectorate - ADR Department, seated at Štěpánská 15, 120 00 Prague 2, @: [adr@coi.cz](mailto:adr@coi.cz) , web: <http://www.coi.cz>. The form available at: <https://adr.coi.cz/cs> may be used for this purpose. For more information go to: <http://www.coi.cz/cz/spotrebitel/prava-spotrebitelu/mimosoudni-reseni-spotrebitelskych-sporu-adr/>

## 11. COMPLAINTS PROCEDURE

- 11.1 Any defects in accommodation or services provided by the Resort are resolved in accordance with Article 11 of these GTC (hereinafter “**Complaints Procedure**”) and applicable legal regulations (especially the Civil Code and the Consumer Protection Act).
- 11.2 The guest is entitled to exercise the rights arising from defective performance (complaint) at the reception of the Resort, or in writing send to the e-mail address: [rezervace@katerinaresort.cz](mailto:rezervace@katerinaresort.cz) or mailed to the Resort operator: ŠÉM, a.s., Riegrovy sady 38, Vinohrady, 120 00 Prague 2.
- 11.3 The guest is obliged to file the complaint without undue delay, but no later than 6 months after the end of his/her accommodation or service provision. If possible, it is recommended to file the complaint at the reception before the guest leaves the Resort so that it could be resolved immediately and ensure that the defect is rectified.
- 11.4 When filing a complaint, the guest is obliged to provide his name, surname, contact details, describe the content and reasons of the complaint, propose the required method of solution and, if possible, document the circumstances of the complaint (e.g. photos or other appropriate means). At the same time, it is recommended to submit documents related to the provided services (reservation confirmation, accommodation receipt, etc).
- 11.5 In case of an oral complaint made at the relevant reception of the Resort (the Main Reception, the Svatá Kateřina Hotel Wellness Reception, the Ayurvedic Pavilion Reception), the receptionist is obliged to fill in a complaint form together with the guest who will receive one completed copy. The complaint form will contain personal data of the guest, the date of the complaint, the content and reasons of the complaint and the required solution of its settlement. The complaint form will be signed by the receptionist and the guest who by signing confirms agreement with its content.
- 11.6 The Resort will usually make a decision regarding the complaint immediately, in complex cases within three working days. Complaints, including rectification of defects, must be resolved within 30 days, at



the latest. Failure to comply with this deadline is considered a breach of contract.

- 11.7 The guest is obliged to provide cooperation necessary to settle the complaint, in particular to provide necessary information and documents proving the facts. If required by the nature of the complaint, the guest is obliged to allow the Resorts staff access to the accommodation premises in order to assess the merits of the complaint.
- 11.8 Complaint settlement methods
- 11.8.1 In cases when the complaint is considered wholly or partly justified, the settlement consists of free rectification of the defect or, if possible, provision of replacement service or exchange of goods.
- 11.8.2 If the complaint cannot be settled in the above manner, the Resort will provide the guest with a reasonable discount of the price of defected accommodation or services.
- 11.8.3 In cases when the complaint is considered unjustified, the guest is informed in writing of the reasons for rejecting the complaint.

## 12. FINAL PROVISIONS

- 12.1 Issues not expressly regulated by the Accommodation Contract or these GTC, are governed by the laws of the Czech Republic, in particular the Civil Code (Law 89/2012 Coll.) and the Consumer Protection Act (Law 634/1992 Coll.).
- 12.2 The Resort is entitled to unilaterally change the provisions of the GTC. However, such changes do not affect to the GTC provisions in force at the time of concluding the given Accommodation Contract.
- 12.3 These General Terms and Conditions enter into force and effect on March 1, 2022.

For ŠÉM a.s., The Operator of the Svatá Kateřina Resort  
Eng. Petr Zempler, Chairman of the Board