

GENERAL TERMS AND CONDITIONS OF ACCOMMODATION FACILITIES – INDIVIDUAL CLIENTS

Introductory Provisions

Guests are bound by the law of the Czech Republic and the Accommodation Regulations. **The guest accepts the Accommodation Regulations as a contractual condition of accommodation and is obliged to comply with its provisions.**

All guests shall familiarize themselves with the Accommodation Regulations, ignorance will not be taken into account. Accommodation Regulations are available at the reception of RELAX PARK agency s.r.o. at Jiřího Havlise 1267, 379 01 Třeboň.

General Terms and Conditions (hereinafter referred to as “Terms and Conditions”) of accommodation facilities operated by **RELAX PARK agency s.r.o., ID No: 02007428**, Zerzavice 2146, 686 01 Staré Město, registered in the Commercial Register kept by the Regional Court in Brno, Section C, File 135096 (hereinafter referred to as “**RELAX PARK agency**”) regulate the mutual contractual relationship between RELAX PARK TŘEBOŇ and the person ordering the services (hereinafter referred to as “Client”).

Article I – Subject of the Contractual Relationship

These Terms and Conditions regulate the rights and obligations of the parties to the contract for temporary rental of accommodation units, recreational and other related services according to the individual request of the Client.

Article II – Establishment of the Contractual Relationship

The contractual relationship between the Client and RELAX PARK agency is established upon confirmation of the reservation of the stay by RELAX PARK agency. RELAX PARK agency undertakes to provide the Client with a place to stay (accommodation) and to provide the agreed scope and quality of services (hereinafter referred to as “Stay”) and the Client is obliged to pay RELAX PARK agency the agreed price.

Article III – Reservation, Price and Payment

3.1 Reservation

- By phone (8 a.m. to 6 p.m.): [+420 732 114 005](tel:+420732114005)
- by e-mail: info@relaxtrebon.eu
- via the electronic form on the website: www.relaxtrebon.eu

3.2 The guest is obliged to pay the agreed contractual prices for the accommodation and other services used by him/her according to the price list or reservation system.

The prices of the services provided are listed in the currently valid catalogue, price lists, offer sheets or at www.relaxtrebon.eu

Services and prices listed in the catalogue are subject to change.

3.3 Payment for services ordered by the Client and confirmed by RELAX PARK TŘEBONĚ is made by the Client in the form of advance payment and balance payment.

Payment for the ordered services is made by the Client in advance by the due date indicated on the proforma invoice sent to the Client.

The services are considered paid for on the day the payment is credited to the bank account of RELAX PARK TŘEBONĚ.

The amount and timing of advance payments, unless otherwise agreed by the parties, shall be as follows:

- for stays, the Client is obliged to pay 30% of the set price in advance at the start of the contractual relationship or any other amount specified in the invoice; the Client is obliged to pay the balance no later than one week before starting to use the services.
- to issue a gift voucher, 100% of the price of the gift voucher must be paid within 5 days of its issue or by another date specified on the issued document. Purchased gift vouchers are non-refundable. Gift vouchers are valid for a maximum of 1 year from the date of issue unless otherwise stated in advance. If the full value of the gift voucher is not used, RELAX PARK TŘEBONĚ will not pay the remaining amount of the gift voucher in cash.

Payment Methods

Bank transfer or cash deposit in CZK to the account number: 5569791399/0800 kept at Česká spořitelna a.s. in the Czech Republic (IBAN CZ67 0800 0000 0055 6979 1399, SWIFT: GIBACZPX)

Payment in cash at the reception of the RELAX PARK agency

Payment by credit card (Visa, Maestro, Euro Card, Master Card), payment by Benefit+ or Endered vouchers

3.4 If the Client is in default with payment for the provided services, RELAX PARK agency has the right to claim default interest from the Client in accordance with Government Regulation No. 351/2013 Coll., which determines the amount of default interest and the costs associated with the recovery of the debt, it determines the remuneration of the liquidator, the liquidation administrator and a court-appointed member of the body representing a legal entity, and it regulates certain matters relating to the Commercial Gazette and public registers of legal entities and natural persons and registers of trusts and beneficial owners, as amended.

3.5 All payments shall be made in Czech crowns (CZK)

Article IV – Basic Rights and Obligations of the Client

4.1 Client rights:

- a) the right to the proper provision of the contracted and paid-for services

- b) the right to be informed of any changes in the contracted services
- c) the right to withdraw from the contract at any time before the start of the stay or the use of individual services according to Article VI
- d) the right to complain about defects

4.2 Client obligations:

- a) to cooperate with the RELAX PARK agency to ensure the proper provision of services, in particular, to provide truthful and complete information in the order, and to report any changes to such information
- b) to inform RELAX PARK agency without undue delay of their opinion on any changes in the terms and conditions and content of the agreed services
- c) to collect from RELAX PARK agency the documents necessary for the use of services and arrive at the designated place at the specified time
- d) in the event of withdrawal from the contract, the Client is obliged to notify RELAX PARK agency of such withdrawal and to pay the cancellation fee according to the cancellation conditions

Article V – Basic Obligations of RELAX PARK agency

- a) to provide the Client with all information regarding the stay
- b) to arrange the Client's stay based on the confirmed order and in accordance with generally binding legal regulations
- c) in the event of withdrawal from the contract by the Client according to these Terms and Conditions or the law, to pay the difference between the price already paid for the stay and the applicable cancellation fees within 14 days of the written receipt of the cancellation

Article VI – Withdrawal from the Contract and Cancellation Conditions

The Client has the right to cancel the stay at any time, i.e., to withdraw from the contract. The contractual relationship is terminated and the participation is cancelled on the date on which RELAX PARK agency is notified in writing or verbally of the withdrawal (cancellation of the stay). In this case, the RELAX PARK agency has the right to charge the Client a cancellation fee (penalty). Cancellation fee is payable immediately. After deducting the cancellation fee from the total price of the stay, the Client will receive a refund of the remaining amount paid. Should the amount of the cancellation fee(s) exceed the deposit paid, the Client is obliged to pay an amount equal to the cancellation fee(s).

Cancellation fees:

- 30% of the price of stay if cancelled less than 14 days before arrival;
- 100% of the price of stay if cancelled less than 7 days before arrival;

If the Client arbitrarily cancels part of the stay or does not use any of the services already paid for, he/she is not entitled to a refund. In case of cancellation of ordered services by the Client, RELAX PARK agency reserves the right to apply the cancellation conditions by crediting the Client's account under the following conditions: 100% of the price of unused services (e.g., massage services, relaxation treatments) if cancelled less than 24 hours before use.

The Client also understands and agrees that the services ordered by him/her and arranged by RELAX PARK agency (e.g., massage services, relaxation treatments, catering services) may be changed or cancelled, in which case the Client undertakes not to make any claims against RELAX PARK agency, i.e., these claims are waived.

Article VII – Consent to receive commercial communications

By making a reservation, I subscribe to business communications (e.g., newsletter, news, offers, etc.).

Consent is granted according to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as “GDPR”), according to Act No. 110/2019 Coll., on personal data processing, as amended.

I give this consent voluntarily and I am aware that I can withdraw it at any time in person, by phone at +420 732 114 005 or by e-mail: info@relaxtrebon.eu

Article VIII – Personal Data Processing

See separate document Information on the processing of personal data

Article IX – Out-of-court consumer dispute resolution

In accordance with the Section 1820(1)(s) of the Civil Code and Section 14(1) and Section 20d et seq. of Act No. 634/1992, on consumer protection, RELAX PARK agency informs that the consumer can apply for out-of-court settlement of a consumer dispute to the consumer dispute resolution body, which is the Czech Trade Inspection Authority, on the website www.coi.cz. The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in the manner and under the conditions set out in the applicable legislation. For the avoidance of doubt, nothing in these Terms and Conditions shall exclude the possibility for the consumer to bring his/her claim before a civil court.

The competent authority for the out-of-court settlement of consumer disputes arising from accommodation contracts is the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No: 000 20 869, website: www.coi.cz. The online dispute resolution platform located at http://ec.europa.eu/consumers/odr can be used to resolve disputes between RELAX PARK agency and the client under the accommodation contract.

Article X – Final Provisions

The General Terms and Conditions come into force on 1 September 2023 and supersede all previous applicable terms and conditions.

Contractual relationships established before the entry into force of these Terms and Conditions shall remain valid and shall be governed by the terms and conditions applicable at the time of their establishment.