

General terms and conditions of Lednice spa

Lednice spa is a provider of spa of medical and therapeutical stays, treatments, accommodation, catering and related services.

The general terms and conditions of the Lednice spa, (thereinafter the conditions) govern the contractual relationship between Lednice spa, Břeclavská 700, 691 44 Lednice (thereinafter the Spa) and natural or legal person – the ordering client (thereinafter the client), who orders the stay in the Spa.

I. Ordering the stay

The client orders a stay at the spa by means of a written order, which he/she will send to the Spa by post, fax, email or deliver in person.

The essentials constituting a properly issued order are:

- the client's name and surname, date of birth, permanent address, contact (telephone or e-mail)
- the name of the product (for individually ordered services state the scope of accommodation, catering, medical or other services), number of people, term of stay, length of stay and accommodation categories.

The order is accepted only if there is free capacity. In this case, the order is confirmed in writing. Along with the confirmation of the order, the variable symbol for the payment of the total amount for ordered services is sent to the candidates.

The order confirmation by the Spa constitutes a contractual relationship between the client and the Spa.

II. Rights and obligations of the client

The client has the right to:

- A due provision of the ordered, confirmed by the spa and paid in advance services.
- Any time before the beginning of the stay to cancel the order while complying with the conditions of cancellation stated below in clause VI.
- Reclaim defects of the services provided in conformity with the Complaints Procedure of Lednice Spa.

The client is obliged:

- To correctly and completely fill in the essential terms of the order
- To pay the spa in the desired time in advance the full cost of accommodation and services
- Respect the Balneal regulations of Lednice Spa

III. Lednice Spa obligations to the client

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- Confirm to the client, in case of vacancy, the ordered stay and services and provide the client with information in writing about the term of onset.
- Provide customer with service in the confirmed scope and quality.
- In the event of cancellation of a confirmed order by the customer, within 14 days after receipt of the written cancellation, to return the balance of the advance payment after deducting cancellation fees.

IV.

Payment terms

Prices of services listed in the Lednice Spa price list, or occasionally during extraordinary events stated in special promo sheets or transmitted price calculations.

Settlement of these ordered services is done by the client in the form of a 100% advance payment for the service ordered and confirmed by the Spa, in case of contractual and group stays it will be under individually negotiated contract terms. In case of individual stays, the total amount has to be paid within 30 days prior to arrival, other types of stays are addressed by specific contracts. In the case that the reservation was made less than 30 days before the arrival, the client must pay the amount for the stay and services on the Spa's account immediately, but not later than 48 hours before arrival. Otherwise, the order is considered unconfirmed and it will not be taken into account, even if the case of the client's arrival.

The settlement of these is done by the services by the client under the administered variable symbol:

1. By postal money order
2. By a bank transfer onto the Spa's account in Komerční banka, a.s., account no. 154 31 671/0100
3. By debit or credit card (in case of stays ordered in a shorter term than 48 before arrival).
4. By payment in cash in case of stays ordered in a shorter term than 48 before arrival).

Unless the total amount for the stay is paid within the determined term, the Spa may withdraw from the confirmed order. Failure to pay the total amount does not terminate the obligation to make a written cancellation of ordered services. Payment of the total amount means the crediting of the Spa's account.

In exceptional cases, when due to the time reasons it is not possible to pay for the stay in advance, it must be paid for on site on the day of arrival agreed with the head of reception and accommodation services.

Business partners are entitled to a discount on the price, the amount of which is subject to a contractual agreement.

V.

Arrival for the stay

After the arrival, the client will prove him/herself by identity card and confirmation of the stay at the reception of the Spa accommodation facility. After payment of the stay or payment verification, reception will accommodate the client and provide him/her with additional information about the stay.

VI.

Cancellation conditions and fees

The client has the right to cancel the stay without a fee up to 15 days before arrival

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The client has the right to cancel the stay without a fee up to 15 days before arrival. In case of cancellation at a later date, the client will pay the following cancellation fee:

➤ Cancellation fees

- 1) 14 – 8 days 50 % of the price of stay
- 2) 7-3 days 70% of the price of stay
- 3) 2-1 days 100% of the price of stay
- 4) also in a term shorter than 1 day or failure to cancel, 100% z of the price of stay.

The cancellation date is the actual date of receipt of a written cancellation by the Spa and it is added in the above-mentioned number of days decisive for the calculation of cancellation fees.

Cancellation fees are charged from the total, i.e. confirmed price of the stay.

VI. Final provisions

The terms and conditions come into force on 1st Jan., 2010. Amendments to these conditions can be resolved individually between the Spa and client solely in writing. By confirming the order, the client agrees to the terms and conditions applicable to the use of services in the spa house Perla.

VII. Protection of personal data

The client's personal information listed in the order is processed by the Spa in accordance with Act no. 101/2000 Coll. The provided information may be disclosed only to employees of the Spa and persons who are entitled to offer and provide the services provided by the Spa.

COMPLAINTS

1. In the case of defectively provided or not provided by Lednice Spa, which have been demonstrably negotiated, arises the right of complaint to the client.
2. Application of the client's rights due to liability for defects in the services provided by Lednice Spa (complaints) must be made seriously, definitely and understandably.
3. The client is obliged to file a complaint in a timely manner without undue delay so that it can be corrected, if possible, at the site of the service provided by the authorized representative. Filing of a complaint at the site can be made by the client either orally or in writing. In the case of oral filing of the complaint, unless the complaint is fully satisfied immediately, a duly authorized representative of Lednice Spa is obliged to fill in the complaint report together with the customer stating the date of stay, contact of the client, subject of the complaint, the client's signature, or eventually opinions of the person concerned, etc. In order to have the complaint satisfactorily resolved, the client is obliged to provide the necessary assistance to solve it.
4. Rights from liability for defects in services, which have been agreed in the contractual relation between the Spa and the client, can be applied by the client directly at the spa with the head of the department of customer care.
5. In the event that the claim is filed directly at the spa with the head of the department of customer care, he is entitled to decide on the claim, if

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5. In the event that the claim is filed directly at the spa with the head of the department of customer care, he is entitled to decide on the claim, if meeting the customer's demand. In other cases, the complaint will be resolved within 30 days of the claim filing, unless a representative of the Spa agrees with the client on a longer period.
6. Should there arise circumstances, the emergence, progress, effect or result of which is not dependent on the will, activities and procedure (force majeure) or circumstances, which are on the client's side, on the basis of which the client does not fully or partly use the ordered, paid and secured service, the customer is not entitled to a refund of the price paid or a price reduction.

