

## GENERAL TERMS AND CONDITIONS

### Booking of accommodation services and other related services

#### 1. Basic provisions

1.1 These General Terms and Conditions (hereinafter referred to as the 'GTC') specified by the **Tatry mountain resorts CR, a.s. company, Company ID: 068 71 917, registered at Prague 8 – Karlín, Pobřežní 18/16, postcode: 186 00, registered in the Commercial Register of the Municipal Court of Prague, Section B, Insertion No. 23258** (hereinafter referred to as "TMR company" or "operator"), apply to booking of accommodation services and other related services (hereinafter referred to as "services") provided by the TMR company in accommodation establishments operated by the TMR company, especially at the Kaskáda hotel, Na Golfu 1772, Kuřim, postcode: 664 34, and the Green Inn Hotel, Ostravice 75, Ostravice, postcode: 739 11 (hereinafter referred to as "hotels" or "hotel"), to the online booking system of the TMR company, the online booking system of the GOPASS programme and the offline booking system (phone and email booking), payment terms, cancellation terms and to all other rights and liabilities resulting from legal relations based on booking of services.

1.2 Any customer can book services provided by TMR at the hotels operated by the TMR company specified in these GTC by phone or by email (*offline*) or online via the booking system which is available on hotel websites: [www.tmrhotels.com](http://www.tmrhotels.com), or online via the GOPASS programme: [www.gopass.cz](http://www.gopass.cz).

1.3 By booking services provided hereunder, every customer declares that they have acquainted themselves with these GTC and have understood them. The TMR company is entitled to unilaterally change these GTC and any change of these GTC becomes effective on the day when the updated GTC version is published. However, every customer is bound by the version of the GTC that was effective and in force on the day of booking. Before booking, every customer should read the latest and effective version of these GTC which is available on the website of the TMR hotels ([www.tmrhotels.com](http://www.tmrhotels.com)) and on the website of the GOPASS programme ([www.gopass.cz](http://www.gopass.cz)). As for offline booking, the latest and effective version of these GTC is available on the websites mentioned in the previous sentence. If any customer asks for the latest and effective version of these GTC, the respective link can be sent by the TMR company via email to the email address provided by the customer when booking services based on these GTC. If booking online via the GOPASS programme, these GTC shall be decisive along with the general terms and conditions of the GOPASS programme as for the scope not specified by the GTC. In the event of any conflict or inconsistency between these GTC and the GOPASS programme general terms and conditions, the provisions of these GTC shall prevail.

#### 2. Booking

##### 2.1. Online booking

2.1.1 When booking online, every customer can search for available rooms in hotels operated by the TMR company based on the criteria entered in the booking system (e.g. name of the hotel, check-in date, check-out date, room type, number of rooms, children's age if applicable, etc.) which is available on the websites of the operator as listed in item 1.2 of these GTC and at prices listed on the respective website once all required data are entered in the online booking form by the customer.

2.1.2 When booking online, every customer shall fill in all required data once they enter their basic requirements into the system (name of the hotel, check-in date, check-out date, room type, number of rooms, children's age if applicable, etc.).

2.1.3 If the customer booking online is a member of the GOPASS programme and has a GOPASS card, they can log in to their GOPASS account when booking online. If they do so, the number of loyalty points will be checked by the system. If the number of points is sufficient, the customer will be notified by the system what discounts on the total price of booked services can be used for their GOPASS points. GOPASS points can be redeemed for discounts only when booking online and paying

for the booked services online (by card, via bank transfer – Trustpay, Tatrpay). In addition to the option specified in the previous sentence, every customer who is a member of the GOPASS programme and has a GOPASS card can log in to their account to use other special offers and discounts which are meant for members of the GOPASS programme based on the latest offer of the operator. Special offers and discounts meant for GOPASS programme members can be used only if booking online and paying for the booked services online.

2.1.4 When booking online, every customer has to pay for the booked services online (by card, via bank transfer – Trustpay, Tatrpay). The operator reserves the right to add more online payment methods or to remove some as far as selected dates or selected hotels are concerned. Every customer must be notified about online payment options on the website which they use to book online once they fill in all required data and before they pay for the booked services and before they confirm their binding booking with payment obligation.

2.1.5 Once all required data are filled in the booking form and once the respective online payment is made in accordance with these GTC, every customer is sent a booking confirmation with a booking number to their email address as soon as possible. In addition to the booking number, the booking confirmation shall contain general information about the holiday/hotel break and the respective guests, the list of booked and paid services, information about the hotel and its facilities, links to applicable documents such as these GTC and cancellation terms, and other related information (check-in and check-out times, pets policy, extra services available etc.).

2.1.6 The booking number serves for contact if any changes regarding the booking need to be made by the customer. That is why every customer is obliged to keep their booking number for future use.

## **2.2 Online booking via the GOPASS programme**

2.2.1 To book services online via the GOPASS programme, every customer must register for the GOPASS programme online on [www.gopass.cz](http://www.gopass.cz) at first.

2.2.2 When booking online via the GOPASS programme, every customer can search for available rooms in hotels operated by the TMR company based on the criteria entered in the booking system of the GOPASS programme (e.g. g. name of the hotel, check-in date, check-out date, room type, number of rooms, children's age if applicable, etc.) which is available on [www.tmrhotels.com](http://www.tmrhotels.com) or on [www.gopass.cz](http://www.gopass.cz) and at prices listed on the respective website once all required data are entered in the online booking form by the customer.

2.2.3 If the customer booking online is a member of the GOPASS programme and has a GOPASS card, the number of their loyalty points will be checked by the system. If the number of points is sufficient, the customer will be notified by the system what discounts on the total price of booked services can their GOPASS points be redeemed for. If any booking made by using GOPASS points is cancelled fully or partially, the redeemed points cannot be returned to the customer.

When booking online via the GOPASS programme, the price of services booked by the customer must be paid for online by using a credit/debit card and the order with payment obligation must be confirmed.

2.2.5 Once the respective online payment by using a credit/debit card is made, every customer is sent a booking confirmation with a booking number to their email address entered in the GOPASS programme as soon as possible. In addition to the booking number, the booking confirmation shall contain general information about the holiday/hotel break and the respective guests, the list of booked and paid services, information about the hotel and its facilities, links to applicable documents such as these GTC and cancellation terms, and other related information (check-in and check-out times, pets policy, extra services available etc.).

2.2.6 The booking number serves for contact if any changes regarding the booking need to be made by the customer. That is why every customer is obliged to keep their booking number for future use and use it if required.

## 2.3 Offline booking

### 2.3.1 Offline booking by email

2.3.1.1 When booking offline by email, every customer can contact the operator by using the email address published on the websites of the operator or websites of individual hotels to get a price quote of services that they choose.

2.3.1.2 The email sent by the customer must contain their basic requirements (name of the hotel, check-in date, check-out date, room type, number of rooms, children's age if applicable, other requirements if applicable, etc.). Once the email request of the customer is delivered, the customer is contacted by the operator either to specify the criteria or to add more details or to send a price quote based on the requirements of the customer (applies to complex requests). Price quotes can be sent also to other email addresses provided by the customer in their booking. For the avoidance of doubt, if the customer does not provide another email address, the reply shall always be sent back to the sender's email. Any booking made based on the provisions above is considered to be a non-binding booking (see item 2.3 hereof).

**2.3.1.3 Every price quote is valid for 24 hours and is non-binding, i.e. does not guarantee the services (capacity) selected by the customer and the price(s).**

2.3.1.4 If any customer chooses a price quote, they shall contact the operator by email within 24 hours to confirm their interest and to specify details of the booked services (check-in date, check-out date, number of persons, children's age if applicable, board arrangements, etc.).

If the services booked offline become unavailable (i.e. there are no free rooms) until the customer confirms their booking, or the price changes, the customer shall be sent a new price quote by the operator. If the customer is not interested in the new offer, the communication between the customer and the operator ends, the booking is cancelled and no party is entitled to any financial or non-financial compensation or damages of any kind. If the customer has already paid for the services booked offline, the operator will refund the payment to the customer within 14 days after the termination of the quote by bank transfer to the sender's bank account that has been used to make the original payment. If the services selected by the customer and/or their price are valid and available until the interest is confirmed by the customer, or if the customer confirms their interest also when the services and/or the price change, they are sent "*pre-booking details*" with a list of the selected services, the name and surname of the customer, the booking number, the check-in and check-out date, the type of room, the number of guests and their age, the total price, what is included in the price, the payment terms, the cancellation terms etc.

2.3.1.5 The "*pre-booking details*" serve as the basic document based on which the customer shall pay for the selected services and which contains details such as the due date, the variable symbol and the payment method. **If a wrong variable symbol is used by the customer when paying, the payment cannot be identified by the operator**, i.e. such payment is not considered to be made. The due date is usually 3 working days from the day the "*pre-booking details*" are delivered unless otherwise specified by the operator. **The operator reserves the right to specify each due date individually.** If any payment is not made properly and in time (in the correct amount, by specifying the correct variable symbol and by respecting the due date), the pre-booking is cancelled by the operator and

the customer is informed about the booking cancellation by email. In such case, the customer is not entitled to be compensated financially or non-financially.

2.3.1.6 Once the customer pays for the selected services, they will receive a *booking confirmation* email with their booking number. In addition to the booking number, the *booking confirmation* includes general information about the holiday/hotel break and guests, the list of booked and paid services, information about the hotel and its facilities, links to applicable documents such as these GTC and cancellation terms, and other related information (check-in and check-out times, pets policy, extra services available, etc.). The booking number serves for confirming the booking and making other booking-related changes, as well as confirming the booking when checking in at the reception. Every customer is obliged to keep the booking number for future use and present it if required.

2.3.1.7 Every "*booking confirmation*" is sent by email to the email address of the customer that has been used to book offline once the payment for services booked by the customer is credited to the bank account of the operator.

### 2.3.2 Offline booking by phone

2.3.2.1 When booking offline by phone, every customer can contact the operator by using the phone numbers published on the websites of the operator or websites of individual hotels and at times published on the websites of the operator or websites of individual hotels to get a price quote of services that they choose.

2.3.2.2 Every phone conversation is recorded for monitoring and quality-assurance purposes.

2.3.2.3 Items 2.1.1.2 to 2.1.1.7 hereof apply mutatis mutandis to offline phone booking.

2.3.2.4 If any customer does not have an email address, the operator shall discuss the method of further communication and documentation provision with the customer.

## 2.4 Common booking provisions

2.4.1 By booking services, every customer declares to be of full legal age (18 years and older), i.e. legally authorised to acquire rights and duties.

**2.4.2 A contractual relationship is considered to be created between the operator and a customer once the customer receives a *booking confirmation* from the operator.**

**2.4.3 Until a *booking confirmation* is received by a customer, booking is not considered to be binding for any of the parties and the customer is not entitled to be guaranteed the services that have been booked (hotel, type of room, number of persons, etc.), or the price that has been specified in the price quote. Non-binding booking becomes binding once the respective amount of money (price) is credited to the bank account of the operator as specified in item 2.2.5 hereto and a *booking confirmation* is received by the customer.**

2.4.4 Emails are considered to be delivered at 9:00am one day after they have been sent unless the sender receives a message that the respective email has or could not be delivered. If the customer does not receive a *booking confirmation* email within 5 working days after the booked services have been paid for, they shall contact the reservation department of the operator via email or phone.

**2.4.5 The day when the proper (invoiced) amount of money (price) is credited to the bank account of the operator which is written on the invoice is considered to be the day of the service payment.**

2.3.6 If any customer books services offline 7 or less days prior to their arrival, the booking is subject to availability of the services. The operator reserves the right to shorten the due date of selected services and must inform the customer about it via a "*pre-booking details*" document.

**2.4.7 When booking, every customer is obliged to specify the exact number of guests and the age of children under 18 years if applicable. The decisive day for specifying the age is the check-in date.**

**If the customer who books the services does not use the services personally, they are obliged to enter the name and surname, the email address and the phone number of the adult who the booking is made on behalf of.**

2.4.8 Once a booking is confirmed, the operator guarantees the same type of room that is specified in the "*booking confirmation*". If required in special cases, the operator or the hotel reserves the right to offer services in a room of the same or a similar standard as specified in the "*booking confirmation*". The customer is not obliged to pay any surcharge in such case.

2.4.9 Specific accommodation requests (specific room number, view, floor, orientation etc.) related to the same room type as specified in the "*booking confirmation*" can be satisfied only if such rooms are available. However, the customer must pay 50% of the price of booked services per each hotel night at first. If the customer fails to prepay the services or specify their extra requirements when booking, the hotel cannot guarantee specific rooms or special requirements. In such case, the customer is not entitled to receive any financial or non-financial compensation, or to make any complaint.

2.4.10 All actions of the operator are based on ethic principles and respect customers' privacy. The booking system uses top-modern systems for encoding sensitive data that guarantee absolute safety of data provided by customers during the booking process.

### **3. Payment terms – general provisions**

3.1 All booked services must be paid for in full (100%) when the booking is made.

3.2 The payment method depends on the chosen type of booking (online or offline, via the GOPASS programme). The operator reserves the right to add more online payment methods or to remove some (for online or offline booking) as far as selected dates or selected hotels are concerned. Every customer must be notified about online payment options on the website which they use to book online (hotel websites, GOPASS programme website) once they fill in all required data and before they pay for the booked services and before they confirm their binding booking with payment obligation, or they are informed by a staff member of the operator by email or by phone when booking offline. Offline bookings can be paid by bank transfer or by using a payment gateway unless otherwise specified by the operator. Every customer is obliged to respect the payment method chosen by the operator.

3.3 All bank charges related to the payment for services booked by customers shall be paid by the customers.

3.4 The operator reserves the right to limit or cancel the offline payment option (bank transfer to the bank account of the operator) in cases selected by the operator which the respective customer shall be informed about before their booking is confirmed (e.g. in the case of special offers, GOPASS discounts, Last Minute offers, promo codes etc.).

3.5 Every price of accommodation services and other related services includes the value added tax in accordance with the applicable legislation. However, the price does not include local charges for customers staying in the area. These must be paid at the hotel based on the respective price list if defined by the applicable legislation for the period when the customers are staying at the hotel.

3.6 Receipts (tax documents) for all used services of every customer are issued at the hotel reception on the day of departure. If any customer wishes to have a tax document issued – in the form of an invoice with details of them as a legal entity or as a natural person, i.e. entrepreneur, and if they have booked online, they are obliged to notify the operator of their request without undue delay before they pay for their booked services by card (if they choose payment by card), or before they **make their bank transfer (if they choose the bank transfer payment)**. Every invoice request shall be entered in the "Notes" section when booking online, and so shall be correct legal entity invoice data (company name, registered office, company number, VATIN, VAT ID, commercial register entry, bank

details) or natural person – entrepreneur details (company name, place of business, company number, VATIN, VAT ID, trade or another register entry, bank details). **The invoice data cannot be changed once customers pay for services booked online or make their bank transfer!** As for offline booking, every invoice request must be reported and correct invoice data must be provided when booking offline by email or by phone. **The invoice data cannot be changed once customers pay for their services booked offline!**

#### **4. Booking changes, no-show-policy, early check-out, booking cancellation, cancellation terms**

##### **4.1 Booking changes**

4.1.1 Once a booking has been confirmed, any changes (change of date, change of the number of guests or the age of guests, change of booked services – adding or removing some, etc.) are subject to availability of the respective services, capacity etc. Customers are not entitled to make any changes once their booking is confirmed.

4.1.2 Any requests for changes after the booking is confirmed can be satisfied only if the respective customer uses their booking number which they have received in the *booking confirmation*. Customers can request changes of accommodation services or other related services also by phone or by email if they contact the reservation department of the operator (all contact details are listed in the *booking confirmation*). To request any changes, every customer is obliged to use their booking number.

**4.1.3 If any customer asks for a change of a confirmed booking that cannot be made due to capacity or other reasons, the operator is not obliged to satisfy the request and can reject it. In such case, the customer is not entitled to receive any financial or non-financial compensation.**

4.1.4 The operator reserves the right to examine each customer's booking request for date change individually, only under the conditions specified by the operator that the respective customer who asks for the date change of booked services shall be informed about and before the date change of booked services based on the customer's request is confirmed. If the date of a confirmed reservation (booked services) is changed, terms specified by the operator (mainly Cancellation Terms) that the customer has to be informed about by the operator before the date change of booked services is confirmed shall be considered decisive and given priority to these Terms and Conditions. Confirmed booking dates can be changed only before the operator gets entitled to claim cancellation fees in accordance with these terms and conditions. Any date changes are subject to availability. In such case, the former *booking confirmation* is cancelled and the payment that the customer has already made shall be considered the payment (partial or full) for the new booking. If the price increases after the change of the booking as requested by the customer, they are obliged to pay the price difference by using bank transfer to the bank account of the operator and the payment method specified in the document sent to the email address of the customer that has been originally used for booking. Only after this payment is made, the customer is sent a new *booking confirmation* and entitled to be provided services booked for the new date. If the price remains the same after the change of the date, the originally paid price is considered to be the price paid for changed services. **Booking dates can be changed only in the time period specified in the third sentence of this item.**

4.1.5 The operator reserves the right to examine each customers' request for a change of booked beds, rooms or number of guests or the change of guests individually, only under the conditions specified by the operator that the customer is informed about after they ask for the change and before the change is confirmed. If the date of a confirmed reservation (booked services) is changed, terms specified by the operator that the customer has to be informed about by the operator before the date change of booked services is confirmed shall be considered decisive and given priority to these Terms and Conditions. Confirmed reservations can be changed only one day prior to arrival at the latest and any changes are subject to availability. No customer is entitled to claim a change. If any booking change requested by a customer in accordance with this GTC item results in a price increase,

the customer is obliged to pay the price difference to the operator by using the payment method specified in the document sent to the customer to the email address which has been used for booking originally. Only after this payment is made, the customer is sent a changed *booking confirmation* and entitled to be provided services in the changed scope. If the price remains the same after the booking change, the originally paid price is considered to be the price paid for changed services.

4.1.6 The operator reserves the right to examine every request for booking changes due to serious reasons individually. The serious reasons can be related to any booked guest and may include e.g. an injury, a serious illness, death etc. Every customer is obliged to prove the existence and duration of their serious reasons (e.g. with a medical certificate, a death certificate etc.). Customers are not entitled to receive any financial or non-financial compensation in such case.

#### 4.2 No-show policy, unused hotel services

4.2.1 If any customer fails to use the services they have booked due to any personal reason of the customer or any other booked guest or without specifying the reason (no-show), they are **not entitled** to receive any financial or non-financial compensation, or substitute use of services.

4.2.2 The operator reserves the right to examine each customer's request regarding potential compensation and substitute use of all booked services individually. To do so, every customer is obliged to prove that the respective serious reasons for failing to use the booked services (e.g. injury, serious illness, death etc.) are still relevant (e.g. by presenting a confirmation of hospitalisation, medical report, death certificate etc.). Substitute use of services as specified above cannot be claimed legally.

#### 4.3 Booking cancellation, cancellation terms

4.3.1 In accordance with § 1837 item j) Act No. 89/2012 Coll. Civil Code, **customers are not entitled to withdraw from their service distance contracts once they sign them.**

4.3.2 Confirmed reservations can be cancelled by customers (from the moment that the contractual relationship is created based on item 2.2.2 of these GTC) due to any reason or without specifying the reason if they contact the operator's registered office in writing (the address is mentioned in item 1.1), or electronically by sending an email to the email address written in the *booking confirmation*. The booking number must be included in either case.

4.3.3 If any booking is cancelled in accordance with item 4.3.2, the operator is entitled to charge the following cancellation fees:

##### 4.3.3.1 Cancellation fees – booking without the GOPASS card:

###### 4.3.3.1.1 Standard cancellation fees

Cancellation fee	
no cancellation fee	date of order confirmation – 14 days prior to arrival
50% of the price of booked and confirmed services	13-8 days prior to arrival
100% of the price of booked and confirmed services	7-0 days prior to arrival

###### 4.3.3.1.2 Early booking cancellation fees

Cancellation fee
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<b>the full price must be paid (100% deposit); 100% cancellation fee</b>	<b>date of order confirmation – arrival day</b>
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4.3.3.1.3 Special date cancellation fees (special periods specified by the operator)

<b>Cancellation fee</b>	
<b>the full price must be paid (100% deposit); 100% cancellation fee</b>	<b>date of order confirmation – arrival day</b>

4.3.3.2 Cancelation fees – booking with the GOPASS card:

4.3.3.2.1 Standard cancellation fees

<b>Cancellation fee</b>	
<b>no cancellation fee</b>	<b>date of order confirmation – 14 days prior to arrival</b>
<b>50% of the price of booked and confirmed services</b>	<b>13-8 days</b> prior to arrival
<b>100% of the price of booked and confirmed services</b>	<b>7-0 days</b> prior to arrival

4.3.3.2.2 Early booking cancellation fees

<b>Cancellation fee</b>	
<b>50% of the price of booked and confirmed services</b>	<b>date of order confirmation – 14 days prior to arrival</b>
<b>100% of the price of booked and confirmed services</b>	<b>13-0 days</b> prior to arrival

4.3.3.2.6 Special date cancellation fees (special periods specified by the operator)

<b>Cancellation fee</b>	
<b>the full price must be paid (100% deposit); 100% cancellation fee</b>	<b>date of order confirmation – arrival day</b>

4.3.4 The operator shall specify the cancellation terms and dates of special periods for the purpose of the cancellation fees in accordance with item 4.3.3 in advance so that every customer can acquaint themselves with the respective cancellation terms based on item 4.3.2 or if they cancel their booking partially or do not come to the hotel at all.

4.3.5 Early booking is booking made at least 7 days prior to the date selected by the respective customer as the day of arrival under the conditions specified by the operator as Early booking. If any customer cancels their reservation fully or partially, the cancellation terms specified in item 4.3.3. apply. Every Early booking must be paid in full within 24 hours from the moment the operator confirms the availability of booked services. The operator reserves the right to choose the booking method (offline, online).

4.3.6 Item 4.3.3 applies mutatis mutandis also to partial booking cancellation (shortened period, lower number of guests etc.).



4.3.7 If any customer(s) do(es) not arrive at the accommodation establishment booked in accordance with item 4.2, the operator is entitled to charge a 100% cancellation fee of the total price of booked and confirmed services.

4.3.8 If any customer cancels their booking fully or partially or does not arrive at the booked accommodation establishment (item 6), the operator is entitled to charge a 100% cancellation fee of the total price of booked and confirmed services.

**4.3.9 The arrival day specified in the *booking confirmation* is the decisive day when determining any cancellation fees.**

4.3.10 If any customer cancels their booking partially or fully or does not arrive at the booked accommodation establishment, the operator shall notify the customer in writing or via email of the claim on the respective cancellation fee in accordance with these GTC no later than within 14 days after the customer cancelled their booking partially or fully or failed to arrive at the booked accommodation establishment. By confirming their booking and agreeing to these GTC, every customer agrees and acknowledges to be aware of the fact that the operator is entitled to offset the claim to refund the accommodation rate that has been paid by the customer when booking against the cancellation fee claimed by the operator in accordance with the above mentioned cancellation policy if the customer cancels their booking partially or fully or fails to arrive at the booked accommodation establishment. Shall the difference between the individual amounts be in favour of the customer, **the operator shall pay it back to the respective customer by using the same payment method as the customer chose to pay for the booked services originally** no later than within 14 working days from the day that follows after the respective customer cancelled their booking partially or fully or failed to arrive at the booked accommodation establishment. All related bank transfer fees shall be paid by the customer.

4.3.11 The operator reserves the right to examine each partial or full booking cancellation resulting from serious personal reasons of customers (e.g. injury, serious illness, death, natural catastrophe, etc.) individually.

4.3.12 If any booking is cancelled partially or fully or if any customer(s) do(es) not arrive at the accommodation establishment booked by using GOPASS loyalty points, the GOPASS points cannot be returned to the customer(s) and the operator is entitled to charge a 100% cancellation fee of offered discounts in accordance with item 2.1.3 or 2.2.2.

#### **4.4 Booking changes or cancellation by the operator, force majeure**

4.4.1 If any circumstance caused by the operator or the hotel (operation, capacity etc.) is the reason why a customer cannot be offered booked services at all or partially after their booking has been confirmed, the customer must be informed without delay – by email sent to the email address that the customer used to book, or by phone. At the same time, the customer must be offered alternative services in another hotel run by the operator of the same or of a higher standard at the same time period, or in the same hotel at another period of time. The customer is not obliged to pay any surcharge for services in such case.

4.4.2 If any customer accepts the offer of the operator as specified in item 4.4.1 of these GTC, they are not entitled to receive any other financial or non-financial compensation or to be reimbursed.

4.4.3 If any customer does not accept the offer of the operator as specified in item of these GTC, the booking is considered to be cancelled and the operator is obliged to return the price paid for the booked services back to the customer by using the same payment method as the customer used to pay for the booked services. This payment must be completed within 14 days from the next day after the booking is cancelled.

4.4.4 The operator is not obliged to offer booked services at all or in the arranged amount in the case of circumstances that exclude liability, i.e. circumstances that are caused regardless of the will of the

operator, prevent the operator from fulfilling their duties and that cannot be reasonably expected to be averted or overcome, or to be anticipated when the contractual relationship is created (the same applies to their consequences), i.e. force majeure events (natural catastrophes, strikes, war conflicts, catastrophes, supply interruptions etc.) which cannot be influenced by the operator and make it impossible for the operator to fulfil their duties. In the case of any force majeure event(s), the operator is obliged to inform the customer(s) immediately and specify the estimated duration. The operator shall also discuss with the customer individually how to solve the situation. However, customers are not entitled to be compensated for any situation caused by a force majeure event.

## **5. Special offers**

5.1 The operator is entitled to provide special offers (Last Minute, First Minute etc.). The number of rooms meant for special offers is limited.

5.2. The operator is entitled to offer promo codes to customers directly or indirectly. The promo codes enable customers to use special offers of the operator. If any customer wishes to use their promo code, they have to enter it to a specific field when booking online in order to use the respective special offer of the operator. When doing so, every customer must be informed about the promo validity period and the terms of use. Unless otherwise specified by specific promo code terms, promo codes can be used only when booking online including online payment. The operator reserves the right to change or cancel promo codes, terms of their use or their validity periods also while they are valid. If any booking combined with a promo code is changed, the promo code cannot be used if the booking change concerns the date which the promo code validity period does not apply to. Promo codes cannot be legally claimed.

**5.3 Discounts cannot be combined with each other or with other special offers of the operator.**

## **6. Booking process complaints policy**

6.1 The complaints policy specified by article 6 of these GTC applies only to defects on services provided by the operator **from the moment the online or offline booking process begins to the moment the customer checks in at their hotel.**

6.2 Services are provided by the TMR company in accordance with Act No. 89/2012 Coll., Civil Code as subsequently amended as well as Act No. 634/1992 Coll. on Consumer Protection as subsequently amended and on other generally binding legislation.

6.3 Every customer is entitled to be offered services in the agreed or regular scope, quality, amount and time period.

6.4 Every customer is obliged to set up their complaint immediately after having discovered the defects (on services) they want to complain about but no later than one calendar day after that. Any later complaints shall not be accepted. Every customer is entitled to make a complaint related to service defects electronically by email sent to: [reklamacie.rezervacie@tmr.sk](mailto:reklamacie.rezervacie@tmr.sk) or in writing if they contact the registered office of the TMR company within the period specified in these GTC. In the case of written complaints, the period is considered to be met if the written complaint is delivered to the TMR company on the first working day after the customer becomes entitled to set up the complaint. If any customer or hotel guest becomes entitled to set up a complaint while staying at a hotel operated by the TMR company, the customer or hotel guest is obliged to set up their complaint at the hotel reception until they leave the hotel (check out). Any later complaints shall not be accepted.

6.5 To set up a complaint, every customer is obliged to present their booking number. The TMR company is entitled to ask the customer to show their booking confirmation if required. The TMR

company shall investigate the complaint and decide on further steps that are to be taken immediately or no later than within 3 workdays if the case is more complicated. The complaint shall be dealt with within 30 days after it has been reported. To make a complaint, every customer is obliged to provide their contact data that will be used for further notification if the complaint cannot be resolved immediately. They are also obliged to cooperate with the TMR company in all respects required when dealing with the complaint.

6.6 If a complaint is accepted by the TMR company, the respective customer shall be offered alternative services (another room of the same or a higher standard or in another hotel operated by the TMR company at the same or another period of time). If the customer does not agree to the offered service alternative or if the complaint cannot be resolved as specified in the previous sentence due to operation and/or capacity reasons, the price paid for the booked services shall be paid back to the customer if their claim is justified or the customer shall be offered a discount on the price paid for the booked services in the amount specified by the TMR company.

6.7 The TMR company reserves the right to examine each complaint case individually and to decide if the respective complaint and customer's demands are legitimate.

6.8 The TMR company is not liable if any booked and paid service is not provided to customers and/or not used by customers due to force majeure. Force majeure is any situation which prevents obligations based on a legal relationship from being fulfilled (e.g. a natural catastrophe, permanent energy shortage, an armed conflict, a state of war or emergency, a war).

6.9 If any customer – natural person, i.e. user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how the provider i.e. the seller has dealt with their complaint or thinks that the provider has violated their rights, they are entitled to ask the provider i.e. the seller to have the respective problem rectified. If the provider rejects the request or does not respond to it within 30 days from the day it has been sent by the respective customer, once asked by the customer as mentioned above, the customer is entitled to ask for an alternative dispute resolution in accordance with § 20n and Act No. 634/1992 Coll. on Consumer Protection. The body authorised to deal with alternative dispute resolutions of the provider, i.e. the seller shall be a) Czech Trade Inspection, which can be contacted for the above mentioned purpose on the following address: Česká obchodní inspekce, Prague 2, Štěpánská 567/15, postal code: 120 00 or electronically on: [podatelna@coi.cz](mailto:podatelna@coi.cz) or b) any other authorised legal entity registered on the list of bodies for alternative dispute resolution of the Ministry of Industry and Trade of the Czech Republic (the list of authorised bodies is available on the website: <https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelstskyh-sporu-adr/seznam-subjektu-mimosoudniho-reseni-spotrebitelstskyh-sporu--171389/>). Every customer has the right to choose which of the above mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To ask for alternative dispute resolution, every customer can use the online platform which is available on: <http://ec.europa.eu/consumers>. For more information about alternative dispute resolution, please visit the website of the Czech Trade Inspection: <https://www.coi.cz/mimosoudni-reseni-spotrebitelstskyh-sporu-adr/>

## **7. Personal data protection, Privacy protection**

7.1 Details related to the protection of personal data are published on the websites: <https://www.ostravice-golf.cz/gdpr> and <https://www.golfbrno.cz/kontakt> in the Data Protection and Privacy Policy section.

## **8. General details**

8.1 Information included in every *booking confirmation* is binding for every customer and hotel guest. Every customer is obliged to check all details in the *booking confirmation* document properly once they receive it and in the case of any questions or unclarities, they must contact the operator to solve the issue. Any issues reported later that the customer could or should have discovered once they received their *booking confirmation* will not be accepted and are not considered to be a legitimate reason for any complaints.

8.2 The operation of individual accommodation establishments depends on the decision of the operator and information about current product and service offers, operation changes at selected facilities, extra services (boarding, wellness relaxation), other services offered by the operator in individual accommodation establishments and changed opening times (if applicable) is published on the websites of individual accommodation establishments.

8.3 Every customer who books accommodation declares to be aware of the fact that the check-in and check-out times are specified by each accommodation establishment individually based on their capacity and operation. Unless otherwise specified in the *booking confirmation* or by the operator or the hotel in any other way later, guests can check in on the day of arrival based on their booking from 2:00pm, and check out on the day of departure based on their booking until 10:00am.

8.4 For special requirements (baby bed, late check-in or check-out, early check-in or check-out, extra services such as massages, wellness treatments etc., staying with pets and the pets policy, parking services etc.), every customer is obliged to contact the reception of the hotel where they have booked accommodation and other services. Details about extra services and offers in individual accommodation establishments are available on the websites of the accommodation establishments run by the operator, or provided to the customer(s) before their arrival at the hotel where they have booked accommodation and other services, or specified in documents that are sent along with the *booking confirmation*. To guarantee absolute satisfaction of everybody, all customers are suggested that they ask about extra options and arrange their extra requirements in advance.

8.5 The operator reserves the right to offer a 100% discount on accommodation services for children under 6 years, i.e. for children from 0 to 5.99 years. These are not entitled to be offered their own regular beds or extra beds, though. The operator reserves the right to change the age specification and the discount rate.

8.6 No customer or hotel guest is entitled to receive any financial or non-financial compensation or to be compensated in any other way if any extra services cannot be offered in their full extent due to any reasons caused by the operator or the accommodation establishment (e.g. limited wellness centre, increased noise when a wedding or another celebration is organised in the hotel, etc.).

8.7 The operator is entitled to require a guarantee from customers or hotel guests – in the form of credit or payment card authorisation hold, or any other kind of guarantee. By marking the respective kind of guarantee on the registration form or another form, every customer agrees to the guarantee policy that is meant to cover the costs of the respective customer or hotel guest for used but unpaid services (e.g. mini bar consumption, unpaid services etc.) or to reimburse for damage caused on operator's or hotel property by the customer or other hotel guests that they are responsible for while staying at the hotel.

8.8 More details about offered services, accommodation rules, golf course rules and golf rules are available on the hotel websites: [www.tmrhotels.com](http://www.tmrhotels.com), <https://www.ostravice-golf.cz/> and <https://www.golfbrno.cz/>, as well as in individual golf resorts.

## 9. Final provisions

9.1 These GTC, and all legal relations resulting from them and related to booking in accordance with these GTC are based on the laws of the Czech Republic. All legal relations that are not specified by these GTC shall be governed by generally binding legislation that is in force in the Czech Republic.

9.2 Any dispute resulting from these GTC, including disputes regarding the interpretation of these GTC if the dispute between the parties of the respective legal relationships is not solved successfully shall be referred to Czech courts.

9.3 Shall any provision of these GTC be or become invalid, ineffective or unenforceable, the validity of other provisions of these GTC shall not be affected thereby.

9.4 These GTC become effective once signed and come into force on 5.6.2020.

9.5 These GTC specify the rights and duties related to booking of accommodation services and other related services in accommodation establishments operated by the TMR company. If terms and conditions related to individual services provided by the TMR company (hereinafter referred to as "**specific terms and conditions**") shall differ from these General Terms and Conditions, the specific terms and conditions will be decisive and given priority to these GTC. Any issues not specified by specific terms and conditions shall be governed by these GTC.

9.6 As far as booking of accommodation services and other related services is concerned, these GTC apply along with the General Terms and Conditions of the GOPASS programme. If these GTC shall differ from the General Terms and Conditions of the GOPASS programme, these GTC will be decisive in all terms and issues they are different.

In Prague on 5.6.2020

Supervisory body: Czech Trade Inspection Authority with the registered office at Prague 2, Štěpánská 567/15, 120 00.