

## **General Terms and Conditions**

Hotel Lotrinský \*\*\*\*  
Dlouhá 1177/69, 691 06 Velké Pavlovice

S.M.K., a.s. , ID 49432036, with registered office at Skalní mlýn 96,  
678 01 Blansko

The General Terms and Conditions of S.M.K., a.s. - Hotel Lotrinský\*\*\*\* (hereinafter referred to as the Terms and Conditions) regulate the mutual contractual relationship between S.M.K., a.s. - Hotel Lotrinský\*\*\* (hereinafter referred to as "Hotel Lotrinský") and the client - a natural person or a legal entity ordering a stay in Hotel Lotrinský as a client. The person who uses the services of the hotel is hereinafter referred to as the client. The client may also be a natural person identical to the client.

Hotel Lotrinský is a provider of accommodation, accommodation packages, meals and related services.

## **I.**

### **Ordering a stay, establishment of the contractual relationship**

1. The Customer orders a stay at the Lotrinsky Hotel by written order, which is submitted to the Lotrinsky Hotel by mail, fax, electronic mail (e-mail), in person or by ordering on the website [www.hotel-lotrinsky.cz](http://www.hotel-lotrinsky.cz).
2. The essential elements constituting a duly issued order are:

#### **In the case where the customer is a legal entity:**

- Business name of the company which is the customer, registered office, registration number, VAT number, contact (telephone, e-mail),
- name and surname of the client for whom the services are ordered, permanent address, contact (telephone, e-mail) of the client,
- the name of the stay (for individually ordered services, the scope of accommodation, catering and other services must be indicated), the number of persons, the date of stay, the length of stay and the category of accommodation (room type).

#### **In the case where the client is a natural person:**

- Name and surname of the client if different from the client, permanent address, contact (telephone, e-mail), name and surname of the client for

whom the services are ordered, permanent address, contact (telephone, e-mail if applicable),

- the name of the stay (for individually ordered services, the range of accommodation, catering, or other services according to the offer, the number of persons, the date of stay, the length of stay and the category of accommodation (room type) must be specified.
3. If a domestic person orders a stay for a foreigner, the client is obliged to indicate this fact.
  4. The client is bound by the order. The order is accepted by the Lotrinsky Hotel according to its capacity. The written confirmation of the order by the Hotel Lotrinský shall create a contractual relationship between the client and S.M.K., a.s. - Hotel Lotrinský for the sale of services, on the basis of which the Hotel Lotrinský undertakes to provide the client with services in the confirmed scope and quality and the client undertakes to pay S.M.K., a.s. - Hotel Lotrinský the agreed price. The terms and conditions of the contractual relationship apply to all persons specified in the order submitted by the client and confirmed by Hotel Lotrinský.
  5. Upon confirmation of the order, Hotel Lotrinský is entitled to issue an advance invoice (see Article IV).

## **II.**

### **Rights and Obligations of the Customer (Client)**

**1. The customer (client) is obliged to:**

- To be sufficiently and fully informed by the Lotrinsky Hotel about the services ordered, i.e. their scope, timing and price
- To the proper provision of the services ordered and confirmed by the Lotrinsky Hotel and the services paid for in advance by the Client, if an advance invoice has been issued.
- To cancel the order at any time before the commencement of the stay, subject to the cancellation conditions set out in section VI below.
- Claim defects in the services provided in accordance with the Hotel Lorraine's Complaints Policy, which is contained in Article VIII of these Terms and Conditions.

**2. The customer (client) is obliged to:**

- Correctly and completely state all essential elements of the order.
- Pay the required part of the price of the stay and services to the Hotel Lorraine in the form of a deposit within the required time.
- Pay the price of the services to the Lotrinsky Hotel according to Article IV.
- Respect the Hotel Lotrinsky Accommodation Regulations and other internal regulations of the Hotel Lotrinsky, which can be consulted at the

reception desk or on the website upon arrival, or by requesting these materials in the folder at the reception desk for study in the room,

- Carefully check the confirmation of stay issued by the Hotel Lotrinsky and contact the Hotel Lotrinsky in case of any discrepancy.

### **III.**

## **Rights and obligations of the Hotel Lorraine towards the client**

#### **1. Hotel Lorraine is obliged to:**

- Confirm the ordered stay and services to the client in case of vacancy and provide the client with written information on the arrival.
- Provide the client with important information about the stay.
- Provide the client with the confirmed scope and quality of services.
- In the event of cancellation of a confirmed booking by the client, to account within 14 days of written receipt of the cancellation for the deposit paid, less cancellation fees.

#### **2. Hotel Lorraine has the right to:**

- To move the client due to an emergency or operational reason during the stay.

## **IV.**

### **Prices of services and their payment**

- The prices for services are listed in the price lists of the Hotel Lorraine, which are located on the website [www.hotel-lotrinsky.cz](http://www.hotel-lotrinsky.cz), or in special events in special offer sheets or submitted price calculations. The price of stay packages is always indicated for these packages for all services included in the package, on the website or in separate promotional materials.
- The price of the stay is always indicated at the time of order confirmation.
- For all booked stays (including all booked services), a prepayment of 50% of the total price of the stay may be required by Hotel Lorraine upon confirmation. Advance payment of ordered services is made by the customer (client) according to the instructions on the advance invoice..
- If the advance invoice for the stay is not paid within the time specified in the advance invoice, Hotel Lotrinsky may withdraw from the confirmed order. Failure to pay the advance invoice does not extinguish the obligation to cancel the services ordered in writing. Payment of the advance invoice means crediting the invoiced amount to Hotel Lotrinsky's account.
- The price of accommodation and stay packages does not include a local fee of 25 CZK/person over 18 years/night.

- Payments made by the client directly on the spot - at the reception, are possible by credit cards accepted by the Hotel Lorraine (MasterCard, VISA) or in cash (in CZK or EUR).
- The deposit paid in advance will be deducted from the final price of all services.

## **V.**

### **Check-in**

Upon check-in, the client must present his/her ID card (or passport or other identity document) or confirmation of stay at the Lotrinsky Hotel reception. After completing these formalities, the reception will check the client in and provide further information about the stay. The recommended check-in time is indicated in the booking confirmation (the usual check-in time is from 15:00).

## **VI.**

### **Cancellation policy and cancellation fee**

1. The client has the right to cancel the stay that has been booked and confirmed by Hotel Lorraine for a specific date. In this case, Hotel Lotrinsky will offer the customer an alternative date of stay. In case the client does not accept the use of the stay on the alternative date, he/she has the right to cancel the stay, i.e. to

withdraw from the confirmed booking of the stay. This cancellation by the client must be made in writing.

2. In the event of cancellation 15 days or more before arrival, the Hotel Lorraine is not entitled to payment of a cancellation fee (hereinafter referred to as "cancellation fee").
3. In case of cancellation within a shorter period before the commencement of the stay (i.e. 14 days to one day before the commencement of the stay), the Client shall pay a cancellation fee of 50% of the price of the stay (i.e. in case of advance payment of 50% of the price of the stay in the amount of such advance payment).
4. The date of cancellation (cancellation of the stay) is the actual date of receipt of the written cancellation by the Lotrinsky Hotel and is included in the above number of days relevant for the calculation of the cancellation fee.
5. The cancellation fee is charged from the total, i.e. confirmed price of the stay.

## **VII.**

### **Gift vouchers**

1. The gift voucher can be used for stay packages, catering services, accommodation services and possibly other services provided by the Lotrinsky Hotel. The voucher must be used no later than the expiry date marked on the

voucher. After this date, the gift voucher cannot be redeemed, nor will cash be refunded if the value of the voucher is not used. For capacity reasons, we recommend arranging the redemption date as soon as possible. In exceptional cases, Hotel Lorraine may extend the voucher validity date by a maximum of two months upon a reasoned request from the client.

2. Only the original gift voucher can be redeemed, which contains a unique number used to identify the voucher; the period of validity of the voucher; the stamp of Hotel Lotrinsky and the signature of the responsible employee.

## **VIII.**

### **Complaints - Complaints Procedure**

- In the event of defective services provided or not provided by the Hotel Lorraine, which have been demonstrably agreed, the client has the right to make a complaint.
- The exercise of the client's right of liability for defects in the services provided by the Lotrinsky Hotel (claim) must be made seriously, definitely and comprehensibly.
- The client is obliged to make a claim in good time without undue delay so that a remedy can be negotiated, preferably at the place of the service provided, with an authorised representative. The Client may make the claim on the spot either

verbally or in writing. In the case of a verbal complaint, if the complaint is not immediately satisfied in full, the authorized representative of the Lotrinsky Hotel (reception) is obliged to fill in a complaint report with the customer, indicating the date of stay, the client's contacts, the subject of the complaint, the client's signature, the opinion of the relevant person, etc. In order for the complaint to be satisfactorily resolved, the client is obliged to provide the necessary cooperation for its resolution.

- In the event that a claim is made directly to the Hotel Lotrinsky by an authorized representative of the Hotel Lotrinsky, the latter is entitled to decide on the claim if the customer's request is granted. In other cases, the claim will be settled within 30 days from the date of the claim, unless the Lotrinsky Hotel representative agrees with the client on a longer period.
- If circumstances arise, the occurrence, course and, if applicable, the consequence of which is not dependent on the will, action and procedure or circumstances on the part of the client, on the basis of which the client does not use the ordered, paid for and secured services in whole or in part, the client is not entitled to a refund of the price paid or to a discount on the price.

## **IX.**

### **Protection of personal data**

The personal data of the client is processed by the Lotrinský Hotel in accordance with Act No. 101/2000 Coll., as amended, and Regulation No. 2016/679 of the European Parliament and of the Council of the EU of 27 April 2016 (General Data Protection Regulation - GDPR). By ordering a stay, the client confirms that the client has given his/her consent to the provision of his/her personal data for the period of time strictly necessary, if the client is a person other than the client.

Information on the procedure for processing personal data is contained in the document Information on the processing of personal data S.M.K., a.s. - Hotel Lotrinský. This document is available on the website of Hotel Lotrinský, at the reception of Hotel Lotrinský and from the contact person.

## **X.**

### **Final Provisions**

1. These General Terms and Conditions enter into force on 13.7.2018.
2. Amendments and additions to these terms and conditions may be individually agreed upon between the Hotel Lorraine and the customer (client) exclusively in writing; these deviating contractual arrangements take precedence over the terms and conditions.

3. These terms and conditions are published at [www.hotel-lotrinsky.cz](http://www.hotel-lotrinsky.cz).
4. In the event of a need to amend these terms and conditions at a later date, Hotel Lotrinsky is entitled to amend them to the extent necessary. The amendment of the Terms and Conditions is effective on the date of publication of the new Terms and Conditions on [www.hotel-lotrinsky.cz](http://www.hotel-lotrinsky.cz), where the current version of the Terms and Conditions is always indicated.
5. By sending an order to Hotel Lotrinsky, the Customer confirms that he/she has read these General Terms and Conditions and that he/she agrees to them. In the event that the Customer is a person different from the Client, the Customer is obliged to inform the Client of these General Terms and Conditions in such a way as to preserve his/her rights arising from the booked stay.