



Terms and Conditions of the Hotel Accommodation

1. Hotel Jirinka, Apartments Vetrnik, and Apartments Vecernice (hereinafter referred to as „accommodation provider“ or „hotel“) is entitled to accommodate only guests who check in properly. Thus upon arrival, the guest must submit a valid ID card, a passport, or any other identity document to the receptionist. If the guest fails to submit their identity document, the hotel may refuse to accommodate such a guest in accordance with the Act on Local Fees for Czech Nationals and Act No. 314/2015 for foreign clients.
2. Every client who is not a citizen of the Czech Republic (a foreigner) is obliged to present their proof of residency and fill in the residence address truthfully and completely, in accordance with Act No. 326/1999 Coll. On the Residence of Foreign Nationals in the Czech Republic.
3. The hotel Jirinka’s reception’s opening hours are 8 am to 8 pm, unless otherwise specified. If the guest requires services of the reception outside the opening hours (e.g. being locked out), while no hotel staff is present at the hotel, the accommodation provider has the right to charge a fee of up to 1,000 CZK for each trip if an employee has to visit the hotel.
4. Based on the booking and written confirmation by the accommodation provider, the guest can check in on the day of arrival between 4 pm and 8 pm. Until this time, the accommodation provider shall reserve the room for the guest, unless agreed otherwise in advance.
5. If the guest checks in before 10 am, the guest is obliged to pay the full price for the previous night, unless the accommodation provider and the guest agreed otherwise in advance.
6. The guest staying at Hotel Jirinka must check out no later than 10 am. The room must be vacated by this time unless otherwise agreed in advance. If the guest does not check out by the specified time, the hotel provider may charge a fee of 500 CZK for a late check-out - which must be done no later than 3 pm. If the guest vacates the room after 3 pm, the hotel provider is entitled to charge for the entire next night, unless otherwise agreed in advance. The room is considered vacated after the guest removes all their belongings from the room, hands over the key to the designated hotel staff, and informs the hotel staff that they are checking out. The accommodation provider reserves the

right to check the room inventory (furniture, appliances, forgotten items, etc.), the guest's consumption, and payments until 8 pm on the day following the check-out date.

7. If the guest requests to extend their stay, the accommodation provider may offer the guest a different room with a different rate than the original one. In such case, the guest is not guaranteed to be accommodated in the same room as on the previous night or to be accommodated at all if it is not possible due to capacity or operational reasons.

8. In an exceptional case, the accommodation provider reserves the right to provide the guest with a different accommodation than originally agreed, provided that the accommodation does not differ substantially from the confirmed reservation.

9. The accommodation provider shall provide services to the guests to the extent that have been mutually agreed on and that the relevant applicable legislation stipulates. The guest is obliged to pay for the accommodation and services provided no later than on the day of the end of the stay in accordance with the accommodation provider's valid price list. The terms of payment are hereby inviolable. The price list for accommodation and other services is available at the hotel reception.

10. The guest is obliged to adapt their stay in Hotel Jirinka to their current state of health as well as physical abilities.

Payment for accommodation and services provided, cancellation policy, and cancellation fees

11. The guest agrees with the cancellation policy and the hotel rules of Hotel Jirinka (hereinafter referred to as the hotel):

a. by sending the billing information for the reservation provided that the reservation reached the hotel reservation department in a written form. Upon the guest's written confirmation, the hotel will issue a Pro-forma invoice for the deposit of 50% of the total price or 100% of the total price (see cancellation policy for New Year's Eve, article 13). The invoice is due by the date stated on the Pro-forma invoice. The reservation is guaranteed by the hotel after the deposit is paid by the guest within the due date. If the deposit is not paid after the due date, the reservation will be cancelled and will be deleted from the reservation system.

b. by making an online reservation via the Hotel Jirinka website (www.hoteljirinka.cz) and paying online the deposit of 50% of the total price or 100% of the total price (see cancellation policy for New Year's Eve, article 13), or

c. by making an online reservation via Booking.com or Hotel.cz (Previo). In accordance with the guest's agreement with the terms and conditions stated on these hotel reservation websites, the hotel will charge the total price. The amount will be taken from the guest's credit card, at the earliest 14 days before arrival.

12. The guest is obliged to pay for the accommodation and services provided in accordance with the valid price list no later than on the check-out day. The final price is based on the bill and the paid deposit.

Cancellation policy

13. If the guest cancels or changes their reservation (arrival or departure date, etc.), the hotel is entitled to charge a cancellation fee in accordance with the conditions below.

In the event of a cancellation or a change:

- 15 days and more prior to the date of arrival – no charge (the guest may claim a full refund of the deposit)
- 14-0 days prior to the date of arrival – the cancellation fee is 100% of the total price. The deposit will be fully used to cover the cancellation fee.
- in the event of a no-show (without informing the hotel reception in advance), the reservation is cancelled after 8 pm on the day of the arrival and the booking party can not claim a refund of the deposit.
- The guest must send cancellation in written form.
- Different cancellation policies may be applied for group reservations (3 and more rooms). The cancellation policy will be sent to the booking party along with the room rate calculation.

New Year's Eve:

- Reservation can be cancelled free of charge at least 30 days prior to arrival.
- Reservation will be confirmed and guaranteed after the accommodation is fully paid.
- In the event of late cancellation or a no-show, the cancellation fee of 100% of the total price will be charged.

Additional terms and conditions of the hotel accommodation

14. The accommodation provider is not liable for damage caused to items that were brought in or left by the guest in the accommodation facility, in accordance with general obligatory regulations.

15. The accommodation provider provides the guests with in-room safes in which the guests are advised to store their valuables. Storing items in the in-room safe can not be considered taking custody of the valuables by the accommodation provider.

16. The guest is liable for any damages caused to the equipment i.e. inventory of the accommodation facility. In the event of damage or destruction of the property of the facility, the accommodation provider is entitled to be compensated for the costs spent on the repairs, or financial compensation if the item is beyond repair.

17. The guest as a legal guardian is responsible for any damage caused by minors for whom the guest is responsible, as well as for the damage caused by people or animals who were on the premises of the accommodation facility and whose stay was made possible by the guest.

18. The guest is obliged to report any defects in the room to the hotel reception staff within 2 hours after the check-in – i.e. taking over the key. If the guest fails to do so, it is assumed that there are no defects in the room and that all the equipment is fully functional. The guest is therefore responsible for any unreported defects in the apartment or the chalet.

19. In the event of damage to the property of the accommodation provider caused by the guest, the guest is obliged to pay compensation for the damage caused no later than on the check-out day, or if the guest chooses to pay the compensation by an invoice, the invoice must be issued within 14 days since the end of the stay and paid within 10 days after the guest receives it.

20. The accommodation provider is not responsible for skis, ski boots, and bicycles left in the lockers designated for storing skis and ski boots in rooms labelled as a ski-storage room and bicycle-storage room. Skis and ski boots may be stored only in these lockers and rooms. If the guest leaves their skis, ski boots, or other sports equipment in the car, or any other places not designated for this purpose, the accommodation provider is not responsible for any theft or damage.

21. The accommodation provider is not responsible for any theft or damage to motor vehicles left in the accommodation provider's car park. The accommodation provider advises that the guests ensure that their vehicles are properly locked and secured. The accommodation provider also advises against leaving personal belongings in visible places of the vehicles. The accommodation provider is not responsible for any damage caused by the guests to third parties in garages or car parks. The accommodation provider reserves the right to claim and charge for any damage caused to the property **by** the guest's vehicle.

22. The guest is obliged to behave in such a manner as to prevent any damage to health, property, and the natural environment. The accommodation provider advises the guest to keep their room

front door locked even while staying inside. Before opening the front door to strangers, the guest is advised to check the strangers' reasons for entering the room and in case of any doubt, the guest should contact the hotel reception staff immediately. Before leaving the room, the guest is obliged to check properly that the windows and doors are closed.

23. Individuals under 18 are prohibited to consume alcohol on the premises. Alcohol consumption is allowed exclusively within the scope of the beverage list and wine card of the accommodation provider.

24. The guest is obliged to inform the hotel staff about any of their serious medical restrictions, or dietary restrictions. The guest is obliged to report such restrictions to the reception staff or the restaurant manager.

25. The hotel staff may refuse to serve alcoholic beverages to people under 18 years of age or to people who are clearly already under the influence of alcohol.

26. The restaurant's opening hours are determined by the restaurant management. The accommodation provider is not responsible if the restaurant is closed.

27. The hotel's reception and other common areas are reserved for the guests to receive visitors. The guest is allowed to receive visitors in their hotel room between 8 am to 10 pm only with the consent of the authorized reception staff or the hotel management. The hotel staff is not permitted to provide any personal information about the accommodated guests to third parties (with the exception of the Police officers, provided that they identify themselves and provide justification to request such information), nor to allow third parties to visit the guest without the guest's consent.

28. In the hotel room and common areas, the guest must not move the interior equipment, make any changes to the equipment, or tamper with the electrical or any other installations without the consent of the responsible staff member or hotel management.

29. The guests are not permitted to use their own electrical appliances in the room. This regulation does not apply to personal care electrical appliances (i.e. electrical shavers, massagers, hairdryers, etc.).

30. The guests are not permitted to bring items for storage to the room that do not have designated space, e.g. sports equipment, prams, bicycles, trolleys, etc. The guest is obliged to ask the hotel staff where to store such items. For any damage to the accommodation provider's property caused despite the prohibition, the guest will be charged full compensation. In the event of a violation of

this prohibition, the accommodation provider is entitled to charge the client a contractual penalty of 1.000 CZK for each violation. If the damage caused is higher, the accommodation provider reserves the right to charge the full amount of the damage reparation.

31. The accommodation provider is not obliged to carry out regular cleaning of the apartments/cottages during the guest's stay. If the guest requires regular cleaning, the guest must inform the reception staff upon arrival. If the guest requests a non-scheduled cleaning, the guest must inform the reception staff at least one day in advance via phone or in person at the reception of Hotel Jirinka.

32. The guests are not permitted to use hotel towels by the swimming pool. Towels designated for this purpose are available at the reception and can be provided on request. A refundable deposit will be charged for the rental.

33. Towels will be changed based on the length of stay:

- 1-3 night long stay – towels are not changed, or the towel can be changed for a fee of 30 CZK/pc.
- 4-6 night long stay – towels are changed once free of charge
- 7-9 nights long stay and longer – towels are changed twice free of charge

34. Smoking is permitted only in the designated areas of the property. Smoking is strictly prohibited in all rooms and indoor areas. In the event of a violation of the smoking prohibition, the accommodation provider is entitled to charge the guest a contractual penalty of 2.000 CZK for each violation. If the cost of the damage caused is higher, the accommodation provider reserves the right to charge the full amount of the damage reparation.

35. Use of any narcotic and psychotropic substances on the premises of the accommodation facility is strictly prohibited. The accommodation provider is entitled to inform the police and immediately terminate the guest's accommodation without any compensation.

36. The guests are strictly forbidden to use the spa centre (swimming pool, saunas) under the influence of alcohol or any psychotropic substances. The guests who suffer from cardiovascular diseases or any other medical conditions and whose medical conditions can worsen or whose life can be endangered as a result of staying in the sauna may use the facilities of the swimming pool and sauna only at their own risk and responsibility.

37. For loss or devaluation of the card, the accommodation provider charges 100 CZK per piece.

38. Dogs and other pets are allowed on the premises of the accommodation facility only with the consent of the hotel staff or after a prior agreement, provided that the pet owner proves the animal's medical fitness. The pet stay fee will be charged based on the current price list. The following measures apply to accommodating dogs and other pets:

- Dogs and other pets are prohibited from entering or remaining in areas where food and drinks are stored, prepared, or served.
- Only small dog breeds are allowed on the premises of the accommodation facility.
- Dogs and other pets are not allowed in the spa centre.
- Every dog must be leashed and muzzled when present in the common areas.
- Dogs and other pets are prohibited to rest or lie on the bed on any other piece of furniture designed for guests' resting.
- Inventory that is used for preparing and serving food to guests may not be used for feeding dogs and other pets.
- In the event of damage to the equipment caused by the pet, the guest is obliged to pay the full amount for the damage reparation. The owner of the pet and the guest who allows the pet to stay in the room are fully responsible for the pet.
- If the rules and measures mentioned above are violated, apart from being charged fully for the damage to the property, the guest will be charged up to 1.000 CZK for additional cleaning of the room and the contaminated area. The accommodation provider also reserves the right to charge fully for the direct expenses related to the cleaning if the costs exceed the amount mentioned above. The accommodation provider also reserves the right to charge for new bedding, if the bedding was used for the pet's rest. The guest will be charged the full amount for the damage to the bedding.
- Hotel housekeeping, room inspection, and room maintenance must be enabled in the rooms where pets are accommodated so as not to endanger the hotel staff or other guests. Room inspection must be enabled at least once a day to detect any damage or excessive contamination. The hotel staff is not obliged to carry out the housekeeping and room maintenance if they feel endangered by the dog or any other pet.

39. Before leaving the room, the guest is obliged to turn off the taps, turn off the lights, in the rooms with a terrace, close the French door/window, lock the front door, and hand in the card to the reception staff when checking out.

40. The guests are obliged to throw out the garbage only in designated containers located in designated places.

41. For safety reasons, the accommodation provider advises the guests against leaving children under 12 years without adult supervision in hotel rooms and other common areas.

42. Between 10 pm and 6 am, the guests are obliged to respect quiet hours. With the consent of the accommodation operator (hotel manager or their representative), social events may be organized on the premises of the facility after 10 pm, in the designated areas.

43. The guest is prohibited to carry a gun or ammunition on the premises of the accommodation facility or store them in a manner allowing their immediate use.

44. In the event of an increased interest in the use of additional services, such as the spa centre, the hotel reserves the right to limit the entry or use of the services, specifically, to restrict the use of the service to a maximum of 1 hour per client.

45. Guests' complaints and suggestions for improvement shall be handed to the hotel management.

46. Any disputes arising from this agreement shall be resolved by the Judiciary of the Czech Republic. In disputes about damages in which the defendant is domiciled in an EU Member State, the jurisdiction of the courts shall be determined by the law of that Member State, in accordance with Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

47. The guest is obliged to comply with provisions of the Terms and Conditions of the Hotel Accommodation. If the guest fails to comply with the Terms and Conditions of the Hotel Accommodation, the accommodation provider has the right to withdraw from the provision of accommodation services and withdraw from the accommodation agreement before the expiry of the agreed time. In such a case, the accommodation provider is entitled to receive full payment of the accommodation price. The guest is obliged to become familiar with the operating and safety rules and regulations and strictly follow them.

48. By making a reservation, the guest agrees to become familiar with all the Terms and Conditions of the Hotel Accommodation. The guests' accommodation is governed by the laws of the Czech Republic and the Terms and Conditions of the Hotel Accommodation. By checking in, the guest accepts the Terms and Conditions of the Hotel Accommodation and is obliged to follow its provisions. The guest is obliged to become familiar with the Terms and Conditions of the Hotel Accommodation. Ignorance of the terms and conditions is no excuse for not complying with them.

Consumer protection

We are hereby providing you with all information required under the provisions of Sections 1811 to 1820 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”).

The accommodation provider provides guests with the following information:

1. Identity and contact details of the accommodation provider: VAKABRNOCZ s.r.o., IN: 25523236, based in Brno, Jugoslavska 13, 613 00, VAT No. CZ25523236;
2. Objects of the company: Provision of accommodation services;
3. Service marks: the accommodation provider provides accommodation and accommodation-related services to guests based on conditions stated in the confirmation of the hotel reservation;
4. The costs of using the means of distance communication: The costs of means of communication are determined by the entities providing the means of distance communication services, these costs do not differ from the basic rate;
5. In accordance with provision 1837 item j) of the Civil Code, no right of withdrawal from the accommodation agreement shall arise for the accommodated persons as consumers as long as the accommodation facility provides the contractual performances within the designated deadlines;
6. Identity of the EU Member State whose legislation shall govern the relationship between the accommodated guest and the hotel based on the reservation confirmation: the Czech Republic;
7. Information about the language in which the accommodated guest shall communicate with the hotel for the duration of the stay and in which the hotel will provide the guests with the contractual terms and other information: Czech;

The Terms and Conditions of the Hotel Accommodation are valid from 1st November 2017.

Updated on 15th August 2022.