

## COMMON INTRODUCTORY PROVISIONS

These General business and contract terms and conditions (hereinafter referred to as "the Conditions" only) define the contractual relationship between Lázně Jáchymov a.s., registered office T. G. Masaryka 415, 362 51 Jáchymov, business ID 292 11 808, registered in the Commercial Register kept with the Regional Court in Plzeň, ref. No. B 1603 (hereinafter referred to as "LLJ") as the business entity - provider of the spa stays and associated services (hereinafter referred to as "Stay and Services") under the subject of business of LLJ on the first side, and

- I. consumer (hereinafter referred to as "the Guest") as consumer of the Stay and Services listed in applicable price list available from <http://www.laznejachymov.cz> website (hereinafter referred to as "Price List"), see more in [Part I Consumer](#), or
- II. business entity - consumer or an agent of the Stay and Services listed in applicable Price List from LLJ (hereinafter referred to as "Business Partner") for the purpose of further offer and sale thereof to third persons - consumers (hereinafter referred to as "the Client"), see more in [Part II Business entity](#), on the other side.

**A Guest** according to the Conditions refers to any person who concludes a contract with LLJ or deals with it otherwise beyond its business activity or beyond independent operation of his/her profession. Part I of the Conditions does not apply to the contractual relations between LLJ and the Business Entities.

**A Business Partner** according to the Conditions refers to natural or legal person only, who is the business entity, i.e. a self-employed person based on trade licence or otherwise with the intention to do business permanently in order to gain profit, of which subject of business is particularly operation of a travel agency or intermediation of services to the LLJ Guests.

**The Price** according to the Conditions refers to the prices for the Stay and Services (including their contents and specification) listed in the applicable Price List that LLJ may modify unilaterally.

All contractual relations between LLJ and the Guest and between LLJ and the Business Partner not explicitly defined herein, in a contract or a master contract or a sub-contract, shall be governed by the laws of the Czech Republic, particularly Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "Civil Code").

### PART I CONSUMER

#### 1. GENERAL PROVISIONS

- 1.1. This part of the Conditions forms an integral part of each contractual relation concluded by and between LLJ and a Guest based on written or phone confirmation of the order (hereinafter referred to as "Contract"). In extraordinary cases, a formal conclusion of a contract may take place between LLJ and the Guest (also in this case it is deemed the Contract). Should there be differences in wording between the Conditions and the Contract, the latter shall prevail.

#### 2. DECLARATIONS BEFORE CONCLUSION OF THE CONTRACT

- 2.1. LLJ declares that:
- a) It requires payment of the Price by the Guest for the Stay and Services always in before provision of the Stay and Services,
  - b) The Prices for the Stay and Services provided by LLJ are listed including VAT in the Price List. Fees stipulated by law may be charged in addition to the Stay and Service,
  - c) The Guest may withdraw from the Contract; withdrawal shall be governed by Article 9 hereunder.

#### 3. CONTRACT

- 3.1. The Guest may conclude the Contract (confirmed order) with LLJ in one of the ways mentioned below:
- a) In writing - sending of the purchase order by mail, fax, e-mail, or through an Internet reservation portal,
  - b) By phone - affirmation of the order during a phone call makes the purchase order binding. LLJ shall have right to record the phone calls with order of the Guest, and LLJ shall have right to retain the recordings in order to demonstrate conclusion of the Contract. In case of a phone order, the Guest agrees with recording of the call. The Guest confirms he/she read the Conditions and agrees with the same before conclusion of the Contract.
- 3.2. The order must contain the following Guest data:
- a) given names and family name, date of birth, residential address, correspondence address, phone, e-mail,
  - b) the extent of the Stay and Services, number of persons, Stay and Services start and end dates, accommodation category (spa house),
  - c) nationality,
  - d) purchase order date.
- 3.3. The Guest agrees with his/her personal data listed in the written order, during phone call or in written contract were registered in the electronic database of LLJ, and collected and processed by LLJ in compliance with

Act No. 101/2000 Coll. on personal data protection, as amended, for the purposes of provision of the Stay and Services at LLJ only.

#### 4. PRICES OF THE SERVICES AND PAYMENT TERMS AND CONDITIONS

- 4.1. The prices of the Stay and Services are listed in the Price List available from <http://www.laznejachymov.cz> website. LLJ shall have right to change the prices unilaterally at any time, whereas change to the Prices becomes effective at the moment of publishing of the new Price List on <http://www.laznejachymov.cz> website.
- 4.2. The discounts, if any, declared after confirmation of the written or binding phone order from the Guest or after conclusion of the Contract in writing, shall not make the Guest eligible for discounted Stay and Services. The discounts in the documents of LLJ outside the Price List may be granted only if the Guest complied with the conditions for application of the discounts. Unless specified otherwise, the discounts may neither be summed nor combined.
- 4.3. The Guest shall pay the Prices according to the applicable Price List for the Stay and Services. Unless agreed in writing otherwise, the payment shall be made upon arrival of the Guest on the day of using the Stay and Services at the latest. Should the Price not be paid properly and in time as specified in this clause, LLJ shall have right to refuse provision of the Stay and Services and withdraw from the Contract.
- 4.4. LLJ reserves right to make a pre-authorization (payment guarantee) on the Guest's bank card. The pre-authorization is used only as a guarantee of payment for use of the Stay and Services or cancellation fees. Should the Guest pay for the Stay and Services, the pre-authorization shall be cancelled on the payment day at the latest. The pre-authorization ceases upon payment for the Stay and Services.
- 4.5. The Guest may pay for the Price by wire transfer to a bank account of LLJ, postal monetary order, bank card, in cash, by vouchers from contractual partners listed on <http://www.laznejachymov.cz> website, or by gift voucher from LLJ.

#### 5. INFORMATION ABOUT CHECK-IN OF THE GUEST

- 5.1. Upon arrival the Guest shall submit stay confirmation document at the reception desk of a LLJ facility, including personal ID card or passport (not driving licence); foreigners with visa requirements shall submit other documents according to applicable laws of the Czech Republic. Thereafter, the reception desk shall accommodate the Guest and provide further information for use of the Stay and Services.
- 5.2. Depiction of the accommodation premises in the stay offer or elsewhere is indicative only, and it may therefore not fully correspond to

- the room assigned to the Guest on site. Similarly, the same shall apply to depiction of the procedures or other provided services.
- 5.3. The check-in and check-out time is specified in the Price List. Individual agreement is possible for a surcharge. Earlier arrival or later departure is not the ground for longer occupancy of the room. Wilful late vacancy of the room on the departure day shall be fined at 50% of the hotel accommodation price, and compensation of potential damage, if any, including lost profit. Moving upon request of the Guest shall be charged.

## 6. RIGHTS AND OBLIGATIONS OF THE GUEST

- 6.1. The Guest shall have right:
- to proper provision of the agreed and paid services; unless force majeure events, emergencies, and unexpected events shall occur (weather conditions, energy failure, political events, natural disasters - floods, and more),
  - to ask LLJ for change to the Contract. Change to the participant in the Stay and Services is free, provided that provisions of these Conditions are complied with,
  - to withdraw from the Contract according to article 9 of these Conditions at any time before start of the use of the service,
  - to lodge a complaint in time and properly about defects of the Stay and Services according to these Conditions,
  - to protect the personal data mentioned in the Contract and other documents against unauthorized persons and processing.
- 6.2. The Guest is obliged to:
- pay the agreed Price for the services ordered during the Stay upon check-out at the latest,
  - cooperate with LLJ to the extent needed for proper provision of the services; fully respect the time schedule in provision of the Stay and Services. LLJ does not provide any financial or other compensation for late arrival, particularly in case of boarding, healing and commercial procedures,
  - conduct so that no injuries to health or damage to the property occur at the expenses of the other guests, service providers or LLJ; pay damages caused by inappropriate conduct,
  - comply with and respect the internal regulations of LLJ (house and accommodation rules, and more),
  - comply with the no animals rules related to entering in and staying with them without prior written consent by LLJ; LLJ shall have right to revoke the approval (stay of an animal shall be charged according to applicable Price List),
  - respect the change of the ordered Stay and Services indicated by a doctor based on incompatibility of the Guest's health conditions with the ordered Stay and Services,
  - in case of premature termination of the Contract the Guest shall inform LLJ accordingly and pay the cancellation fees according to the Conditions,
  - to inform LLJ immediately about potential change to the attendee of the Stay and Services.
- 6.3. In case of serious or repeated breach of the obligations according to clause 6.2 of the Conditions, LLJ shall have right not to provide the Stay and Services or any part thereof, or cancel provision of the Stay and Services to the Guest by withdrawing from the Contract. All costs incurred due to failure to comply with the obligations of the Guest mentioned above shall be paid by the latter, including paid and unused Stay and Services.

## 7. GIFT VOUCHERS

- 7.1. Purchased LLJ gift vouchers are not refundable. They shall be valid for the period given thereon, and max. for one year.
- 7.2. The Stay and Services provided by LLJ can be consumed for the purchased gift vouchers only. Should a gift voucher not be fully consumed, LLJ shall not pay any outstanding amount of the gift voucher in cash.

## 8. VOUCHERS OF THE CONTRACTUAL PARTNERS

- 8.1. For the purposes of payment of the Price the Guest may use a voucher of LLJ's contractual partner listed on <http://www.laznejachymov.cz> website. LLJ shall not pay any outstanding amount of the gift voucher in cash if the voucher from the contractual partner is not fully consumed.

## 9. WITHDRAWAL FROM THE CONTRACT AND CANCELLATION FEES

- 9.1. The Guest shall have right to withdraw from the Contract without giving reasons thereof at any time in the period from conclusion of the

Contract to the beginning of the use of the Stay and Service. The Guest must send the withdrawal in writing to the registered office of LLJ or may use the form for withdrawal available on <http://www.laznejachymov.cz> website of LLJ.

- 9.2. Unless the ground for withdrawal of the Guest from the Contract is the breach of obligations by LLJ resulting from the Contract, these Conditions, or applicable laws of the Czech Republic in force, the Guest shall pay a cancellation fee to LLJ in connection with the withdrawal under conditions and at the amount defined in clause 9.3 of the Conditions.
- 9.3. In case of withdrawal from the Contract before the start of consumption of the Stay and Services (cancellation of the Stay and Services), the cancellation fee shall be charged from total Price of the ordered Stay and Services as follows:

Cancellation of the Stay and Services before consumption of the Stay and Services	Amount of the cancellation fee - % of price of the cancelled Stay and Services
28 days in advance	0 %
27 to 7 days in advance	20 %
6 to 1 days in advance	40 %
No-show	100 %

In case of premature termination of the Stay and Services during the consumption of the same, LLJ shall charge 100% cancellation fee of the cancelled Stay and Service or any part thereof to the Guest. In case of cancellation of the Stay and Services or any part thereof, the Guest shall in addition pay handling fees associated with transfer of remaining funds to the Guest's account.

- 9.4. When counting the days for the purpose of calculation of the cancellation fee, included in the defined number of days is the day when LLJ received information about withdrawal for the first time. The number of days does not include the scheduled day of started consumption of the Stay and Services.
- 9.5. In case of withdrawal from the Contract, LLJ shall make settlement within 14 (fourteen) days of the Stay and Services end date listed in the Contract, and return of the paid Price less the cancellation fee and/or handling fee, if any, provided that LLJ shall have right for payment thereof according to these Conditions. However, LLJ shall not usually charge the cancellation fee should the withdrawal from the Contract is based on the following extraordinary circumstances on the Guest side: sudden disease or injury supported by a medical record, natural disaster, death of a close family member, or for reasons in 6.2.h) of these Conditions.
- 9.6. LLJ may withdraw from the Contract in the following cases:
- serious or repeated breach of liabilities by the Guest according to clause 6.2 of the Conditions,
  - not making proper and in a timely manner the payment of the Price by the Guest.

## 10. COMPLAINTS

- 10.1. In case of defective performance related to provision of the Stay and Services the Guest shall have right to lodge a complaint about the Stay and Services. The complaint of the Stay and Services must be lodged by the Guest in writing without undue delay during the stay in order to allow LLJ to take a remedial action on site, if feasible.
- 10.2. The complaint must clearly and fully indicate the extent of the complained defects.
- 10.3. The complaints shall be governed by the Complaint Rules of LLJ and the Procedure for settlement of complaints about provision of the medical services, which are the integral parts of these Conditions.
- 10.4. LLJ shall bear no liability for the quality, Price, and damage, if any, in respect of the Stay and Services not agreed in the Contract, organized by third parties ordered by the Guest on site.
- 10.5. The guest has the right to file a petition for an out-of-court settlement of such a dispute with the entity determined for dealing with out-of-court settlements of consumer disputes, which is: Czech Trade Inspection Authority, Central Inspectorate – Alternative Dispute Resolution Department, Štěpánská 15, 120 00 Praha 2, email: [adr@coi.cz](mailto:adr@coi.cz), web: <https://adr.coi.cz>. The Czech Trade Inspection Authority (CTIA) is the supervisory authority of consumer protection acting under the Act No. 64/1986 Coll., on the Czech Trade Inspection Authority, as amended and other legislation. The website of CTIA is [www.coi.cz](http://www.coi.cz).

## PART II BUSINESS ENTITY

### 1. GENERAL PROVISIONS

- 1.1. This part of the Conditions forms an integral part of each contractual relation between LLJ and the Business Partner within the meaning of provisions of § 1751 of the Civil Code. The Conditions shall particularly apply to the following cases of the contractual relations:
- Purchase of the Stay and Services - the Business Partner is a business entity of which main subject of business activity is operation of a travel agency. The Business Partner orders the Stays and Services on its name and at its expenses, and becomes a customer.
  - Intermediation - the Business Partner is a business entity of which main subject of business activity is intermediation of the Stay and Services to the LLJ Guests (particularly via a website search engine).
- 1.2. Based on the contracts concluded with the Business Partner, LLJ does not enter into any contractual relation with the Client, unless the case is preparation of the agency contracts according to article 1.1.b) of these Conditions. In these cases, the Client concludes a contract with LLJ alone based on the intermediation and becomes the Guest, whereas the contractual relation between LLJ and the Client is governed by Part I of these Conditions.

### 2. OBLIGATIONS OF THE CONTRACTING PARTIES

- LLJ and the Business Partner agree to perform their duties properly as bound by conclusion of the Contract.
- LLJ and the Business Partner agree to mutually cooperate in order to successfully achieve the subject of each contract concluded by and between them.
- LLJ and the Business Partner agree to inform each other about any and all circumstances important for successful performance of each contract concluded by and between them.
- The Business Partner shall present the Stay and Services of LLJ in an appropriate way.
- The Business Partner shall inform the Client about the contents and specification of the Stay and Services as mentioned on <http://www.laznejachymov.cz> website.
- The Business Partner shall inform the Client about these Conditions (especially Part I Consumer).

### 3. CONTRACT

- 3.1. LLJ and the Business Partner have entered into the Master Contract on Cooperation that defines the obligatory rules for conclusion of the sub-contracts - confirmed orders of the Stay and Services or intermediation of the same (hereinafter referred to as "the Contract"). Should there be differences in wording between the Conditions and the Contract, the latter shall prevail.
- 3.2. The course for conclusion of the sub-contracts takes place under the conditions and in the manner below:
- Binding order:**

A binding draft for conclusion of the Contract is a written or e-mail purchase order of the Business Partner identified as binding and delivered to LLJ to its postal and e-mail address given on <http://www.laznejachymov.cz> website, or to the registered office mentioned in the Commercial Register (hereinafter referred to as "Purchase Order"). The required details of the binding purchase order are:

    - Given name, family name, and nationality of the Client.
    - Required date for provision of the Stay and Services.
    - Required extent of the ordered Stay and Services to be provided.
    - Phone and e-mail contact to the Client.

The purchase order according to these Conditions may be made by submitting the completed form on <http://www.laznejachymov.cz> website.
  - Confirmation of the purchase order - creation of a sub-contract**

LLJ shall confirm the purchase order to the Business Partner in writing or by e-mail within 3 (three) business days of delivery thereof. LLJ shall have right to either fully or partially reject the purchase order, provided that it does not comply with the requirements defined herein, or e.g. for the purposes that would not allow LLJ to provide the ordered Stay and Services due to capacity or other reasons. Confirmation of the purchase order concludes the sub-contract between LLJ and the Business Partner and the latter shall become liable for payment of the ordered Stay and Services under the conditions defined in these Conditions, and LLJ shall

become liable to provide the ordered Stay and Services under conditions stipulated based on these Conditions.

- Cancellation of the sub-contract by LLJ:**
  - LLJ shall have right to cancel the confirmed purchase order in writing or by e-mail at any time for serious reasons or repeated breach of obligations by the Client according to article 6.2 of Part I of these Conditions.
  - LLJ shall have right to cancel the confirmed purchase order in writing or by e-mail at any time for failure to pay the Price by the Business Partner in timely manner and properly.
  - LLJ shall have right to cancel the confirmed purchase order in writing or by e-mail at any time due to serious operational reasons on the LLJ side or due to force majeure event only. In that case LLJ shall return any and all performance received. In this regard, neither the Business Partner nor the Client shall have right for any further compensations.
- Cancellation of the sub-contract by the Business Partner:**

The Business Partner shall have right to cancel the purchase order without giving reasons thereof in writing or by e-mail at any time, wherein the Business Partner agrees to pay the cancellation fee to LLJ under conditions in Part I Consumer, clause 9.3 - table.

In case of premature termination of the Stay and Services during the consumption of the same by the Client, LLJ shall have right to charge 100% cancellation fee of the cancelled Stay and Service or any part thereof according to the confirmed purchase order.

In case of cancellation of the Stay and Services, the Business Partner shall also pay the handling fees associated with return of remaining funds to the Business Partner's account, or other demonstrably paid costs of LLJ associated with cancellation of the purchase order, however, max. to the amount of the Price according to the confirmed purchase order.

### 4. PROVISION OF THE STAY AND SERVICES

- The contents of the Stay and Services are defined on <http://www.laznejachymov.cz> website.
- LLJ agrees to provide the Stay and Services in timely manner and properly as agreed in the Contract to the Business Partner following payment for the same.
- Should the Business Partner fail to pay the Price in timely manner and properly, LLJ shall have right to reject provision of the Stay and Services to the Client, and the former shall be informed thereof. In this case, LLJ shall have right upon its discretion to claim payment for the Stay and Services directly from the Client. Should the Client make payment for the Stay and Service directly to LLJ under these conditions, no intermediation is involved, and the Business Partner shall not have right for commission.
- LLJ shall have right to reject performance of the liabilities arising from the Contract to the Business Partner or Clients in case of existence of any outstanding receivables against the Business Partner.
- LLJ reserves right to change the place of accommodation of the Client in case of additional extension of the stay.
- LLJ provides the Stay and Services by its employees or by an outsourcer.

### 5. PRICE AND PAYMENT TERMS AND CONDITIONS

- LLJ shall have right to be paid the Price at the amount defined in the Price List for provision of the Stay and Services according to the concluded Contract. LLJ shall have right to change the Price unilaterally, usually by the end of November of each calendar year, whereas change to the Price is effective immediately upon publishing thereof on the LLJ's website <http://www.laznejachymov.cz>. The Business Partner shall consult the updated Price List always before sending a purchase order, wherein submission of the purchase order is deemed confirmation of consultation of the Price List.
- The Price for the Stay and Services in the Price List always includes all LLJ costs associated with provision of the Stay and Services including costs, if any, for subcontractors to which LLJ delegated provision of the services. The Business Partner shall not be allowed to sell the Stays and Services of LLJ to the Clients at prices lower than the Price in the Price List or than price reduced under a specific official discount campaign of LLJ published on <http://www.laznejachymov.cz> website. Breach of this liability shall be regarded as serious breach of liability on the Business Partner's side.

- 5.3. Unless LLJ and the Business Partner agree otherwise, LLJ shall issue an invoice - tax bill after the purchase order confirmation, and the invoice shall be due within 14 days of delivery of the invoice to the Business Partner. The invoice shall include all details required for a tax bill. The Business Partner shall pay the invoice on the last business day before start of the Stay and Services according to the concluded Contract on the understanding that the payment must be credited on the LLJ's bank account on that day at the latest.
- 5.4. Should it be agreed in the Master Contract on Cooperation, the Business Partner may have right for the commission after payment of total amount by the Guest (for the Stay and Services provided by LLJ based on the binding purchase order submitted via the Business Partner). The other services ordered by the Guest on site shall not be included in calculation of the amount for the commission. On a monthly basis, the Business Partner shall deliver the list of the Stays and Services performed and fully paid by the Guest. LLJ agrees to check correctness and completeness of the list within three business days of receipt thereof. In case of disagreement, the negotiation about change to the list shall be initiated with the Business Partner. The negotiations shall result into a mutually approved change to the list, whereas the Business Partner shall issue a commission invoice - tax bill based on the new and modified list, and the invoice shall be due within 14 days of delivery of the invoice to LLJ. The invoice shall include all details required for a tax bill.
- 5.5. Should it be agreed in the Master Contract on Cooperation, the Business Partner shall have right for the Price discount, provided that the invoice issued by LLJ for the Stay and Services is paid properly and in time. The discount shall be indicated in the invoice.
- 5.6. Should the Business Partner be delayed in payment of an invoice, the Business Partner shall pay contractual penalty to LLJ amounting to 1 (one) % of the outstanding amount for each day of delay.
- 6. PERSONAL DATA PROTECTION**
- 6.1. LLJ agrees to handle the Client's personal data in compliance with Act No. 101/2000 Coll. on personal data protection, as amended, wherein LLJ may use the Client's personal data solely for performance of the concluded Contract. LLJ does not have right to further process such data and use the same, and shall adopt all measures needed to prevent third parties from access to the data. The Business Partner shall inform LLJ thereof before conclusion of the Contract with the Business Partner.
- 7. COMPLAINT ABOUT THE PROVIDED SERVICES**
- 7.1. In case of a defective provision of the Stay and Services the Business Partner shall proceed according to the effective Complaint Rules of LLJ and the Procedure for settlement of complaints about provision of the medical services, which are the integral parts of these Conditions.
- 7.2. Submission of the purchase order is the act of confirmation by the Business Partner about consulting the internal regulations of LLJ according to article 7.1 of these Conditions, and agrees to inform the Client about the same.
- 8. OTHER PROVISIONS**
- 8.1. The written documents delivered between LLJ and the Business Partner through the postal services operator within the meaning of Section 573 of the Civil Code shall be regarded as delivered on the third business days of posting thereof, but if delivered to an address in a foreign country, on the fifteenth business day of posting thereof.
- 8.2. LLJ and the Business Partner agree within the meaning of Section 89a of the Rules of Civil Procedure, as amended, to resolve before the court of competent jurisdiction all disputes emerging from the contractual relations between LLJ and the Business Partner or in relation thereto, and the court of the competent jurisdiction is the one according to the registered office of LLJ as recorded in the Commercial Register.

## COMMON AND FINAL PROVISIONS

These Conditions are binding upon all Guests, Business Partners, and Clients.  
These Conditions are effective from 1. 9. 2015 and published on <http://www.laznejachymov.cz> website.  
The updated Conditions are effective from 1. 3. 2016.