

## ACCOMMODATION RULES

### **Restaurant and hotel Olberg**

679 03 Olomučany

HOTEL: +420 734 446 291

RESTAURANT: +420 734 440 088

hotel@olberg.cz

ID of data box: 8c8ar7y

(hereinafter referred to as the "Hotel" or the "Accommodation Provider")

operated at:

**Olberg tour s.r.o.**

CRN: 29309280

VAT: CZ29309280

Place of business: Smetanova 299/4, Blansko 678 01

### **1. Conditions for Accommodation Contract Execution**

- 1.1 Guests are accommodated in Hotel Olberg based on an accommodation contract executed pursuant to Section 2326 and subsequent laws of Act no. 89/2012 of Coll., the Civil Code, based on which Hotel Olberg (hereinafter referred to as the "Accommodation Provider") provides the guest with temporary accommodation in the accommodation facility for the agreed time period or for the time period implied from the purpose of accommodation, and the guest (hereinafter referred to as the "Guest") agrees to pay the Accommodation Provider for the accommodation and accommodation-related services within the time-limit specified in these Accommodation Rules (hereinafter referred to as the "Accommodation Contract").
- 1.2 The Accommodation Contract is always executed in writing, which means at least a written order or reservation confirmation.
- 1.3 The parties' rights and obligations that are not explicitly regulated in the Accommodation Contract are regulated in these Accommodation Rules and the service pricelist of the Accommodation Provider. In the case that the Accommodation Contract specifies otherwise than these Accommodation Rules and/or the pricelist of the Accommodation Provider, the Accommodation Contract shall apply.
- 1.4 In the case that the Guest breaches his/her obligations specified in the Accommodation Contract and the Accommodation Rules and/or the pricelist of the Accommodation Provider attached to the Accommodation Contract or otherwise violates good ethics in the Hotel (hereinafter referred to as "Misconduct"), the Accommodation Provider may terminate the Accommodation Contract with immediate effect, provided that the Guest was informed about his/her Misconduct by the Hotel in compliance with Section 2331 of the Civil Code.

### **2. Accommodation Contract Execution and Reservation**

- 2.1 The Guest must place his/her accommodation order with the Accommodation Provider in writing or by phone, which must be then confirmed in writing. A written reservation or a phone reservation confirmation based on the previous sentence means an order placed through a reservation form and e-mailed to the Accommodation Provider's address hotel@olberg.cz or sent by post to the Hotel's and/or the Accommodation Provider's address shown in the header of these Accommodation Rules.

- 2.2 As soon as the Accommodation Provider receives the Guest’s written order or written reservation confirmation, it shall issue a deposit invoice for 50% of the expected price of accommodation and shall send it to the Guest’s address shown in the order based on Paragraph 2.1 of this article. The Guest must pay the deposit within the time-limit and under the conditions specified in the deposit invoice. No deposit is required for accommodation reserved seven and less days before the first day of accommodation. In such a case, the accommodation shall be paid in full on the first day of accommodation.
- 2.3 The Accommodation Contract is considered executed when two conditions are met, i.e. the Accommodation Provider receives the written order or the written reservation confirmation as well as the accommodation deposit or the price of accommodation, provided that the deposit is not required based on Paragraph 2.2 of this article.

**3. Reservation Cancellation, Early Withdrawal from Accommodation Contract and No Arrival**

- 3.1 In the case that the Guest does not pay the deposit based on Article I (2.2) in a proper and/or timely manner, the accommodation reservation shall be cancelled after the time-limit for deposit payment expires.
- 3.2 The Guest has the right to withdraw from the Accommodation Contract before the first day of accommodation without cause. The Guest must send the Accommodation Provider a written withdrawal notice. In such a case, the Accommodation Provider may charge the Guest with a cancellation fee calculated based on the paid deposit amount as follows:

Withdrawal notice delivered to the Accommodation Provider (in calendar days)	Cancellation fee (in %)
7 and more days before the first day of accommodation	0 % of the paid deposit
6-4 days before the first day of accommodation	20 % of the paid deposit
4-2 and more days before the first day of accommodation	50 % of the paid deposit
1 day before the first day of accommodation	100 % of the paid deposit

- 3.3 In the case that the Guest does not arrive within 24 hours of the agreed first day of accommodation, the Accommodation Provider may withdraw from the Accommodation Contract and charge the Guest with a cancellation fee representing 100% of the paid deposit. This does not apply if the Guest notifies the Accommodation Provider about his late arrival in advance in writing or by phone; however, no later than one day before the first day of accommodation. The conditions specified in Article 2 (2.1) of these Accommodation Rules shall accordingly apply to the form of such notification.

**4. Arrival to the Hotel/Guesthouse**

- 4.1 The Guest must announce his/her arrival to the authorized receptionist of the Hotel.
- 4.2 The Guest must present his/her ID card or passport or any other ID document (e.g. residence permit), based on which the authorized person of the Accommodation Provider shall identify the Guest. The Guest shall confirm the accuracy of his/her personal data and accommodation duration with his/her signature in the accommodation book of the Accommodation Provider.
- 4.3 Unless agreed otherwise, arriving Guests can check in between 2 p.m. and 9 p.m..
- 4.4 The Guest must pay the remainder of the price of accommodation, i.e. the agreed price of accommodation less the deposit paid based on Article 2 (2.1) of these Accommodation Rules, upon check-in. The Accommodation Provider shall provide the Guest with a tax document confirming the

payment of the price of entire accommodation after the remainder of the price of accommodation was paid. This does not prejudice Article 2 (2.2); in such a case, the Accommodation Provider shall provide the Guest with a tax document confirming the payment of the price of entire accommodation.

- 4.5 The Accommodation Provider may ask the Guest to pay a deposit of 2000 CZK for the room upon check-in. The deposit shall be refunded upon check-out in full or reduced under the conditions specified in Article 7 of these Accommodation Rules.
- 4.6 The authorized receptionist shall inform the Guest about the Accommodation Rules no later than upon check-in.
- 4.7 The number of persons in the room may not exceed the number of persons registered for accommodation. The Guest agrees to provide their exact number upon check-in.
- 4.8 The number of days of accommodation must be specified no later than upon check-in and recorded in the accommodation book. Accommodation can be extended only with the consent of the Accommodation Provider and must be documented in the accommodation book.
- 4.9 The Guest hereby gives the Accommodation Provider his/her consent to the processing and keeping his/her personal data provided for the purposes of accommodation and registration of Guests pursuant to Act no. 565/1990 of Coll., on local fees, and Act no. 326/1999 of Coll., on the residence of foreign nationals in the Czech Republic and amendments to certain laws. Additional obligations of the Guest and the Accommodation Provider concerning the keeping of the accommodation book are laid down in the aforesaid legal regulations.

## **5. General Accommodation Rules**

- 5.1 The Guest may use the accommodation premises as well as the common areas of the Hotel and enjoy accommodation-related services.
- 5.2 The Guest shall receive the key or magnetic or chip card to his/her room and to the Hotel upon check-in (hereinafter referred to as the "Key"). The Guest must prevent the loss, destruction or damage of the Key and may not provide the Key to any third party that is not a direct party to the Accommodation Contract executed between the Guest and the Accommodation Provider. Sanctions for the loss, destruction or damage of the Key and for the provision of the Key to a third party based on the previous sentence are specified in the Accommodation Contract.
- 5.3 The Guest must:
  - get acquainted with, and observe, the Accommodation Rules;
  - pay the price of accommodation based on the effective pricelist;
  - properly use the accommodation premises and keep neat and clean all areas designated for accommodation;
  - keep the accommodation premises neat and clean;
  - protect the furnishings and equipment on the accommodation premises against damage;
  - immediately report any damage caused by the Guest or persons accommodated with the Guest in the Hotel;
  - be quiet during the night hours from 10:00 p.m. to 7:00 a.m.;
  - turn off all faucets, lights and electric appliances not used during his/her absence and close windows when the Guest leaves the room;
  - leave the room Key at the reception desk when leaving the Hotel.

5.4 Without the consent of the Accommodation Provider, the Guest may not:

- make any major changes on the accommodation premises (move furniture or equipment around, etc.);
- remove any equipment or furnishings from the accommodation premises;
- use his/her own appliances on the accommodation premises, except for small personal hygiene or office work appliances;
- let any another person stay inside the accommodation premises;
- receive visitors on the accommodation premises; visitors must be duly recorded in the visitor book and with the consent of the Accommodation Provider; the Guests may receive visitors only in the common areas of the Hotel;
- provide the address of the Hotel as the place of his/her business;
- bring animals to the Hotel. Animal owners must prove that their animal is healthy by presenting their vaccination certificate upon the request of the Accommodation Provider's personnel.

5.5 In the accommodation facility, the Guest may not:

- carry or keep arms, ammunition and explosives in the ready-to-use state;
- keep, produce or store narcotics, psychotropic substances and poisons unless they were prescribed by the Guest's physician;
- smoke; this does not apply in the case of designated smoking areas visibly marked as such;
- use open fire.

## **6. Responsibility of the Accommodation Provider for the Guest's Belongings**

6.1 The Accommodation Provider shall store the Guest's money, jewellery and other valuables upon the Guest's request. The Hotel may refuse to store such belongings if they are dangerous or their value or size is disproportional for the Hotel. The Guest's belongings must be handed to the Accommodation Provider in a closed or sealed box.

6.2 The Guest may request compensation for damage caused to his/her belongings only within 15 days of the discovered damage. The Accommodation Provider shall not pay for damage caused by the Guest or a person accompanying the Guest.

6.3 In the case that the Guest leaves his/her belongings in the room after he/she checks out and does not pay for the accommodation, the Accommodation Provider shall move and store such belongings in a safe place to prevent their damage and shall release them once the Guest pays for the accommodation.

## **7. Safety and the Guest's Responsibility for Damage**

7.1 The Guest must get acquainted with safety rules and the evacuation plan in case of a fire. This plan is available in every Hotel room and at the reception desk.

7.2 The Guest may not infringe on the freedom of other persons or cause death, bodily harm or property damage to other persons.

7.3 Damage caused by the Guest to the Accommodation Provider's property shall be paid from the deposit paid pursuant to Article (4.5) of the Accommodation Rules. In the case that the damage exceeds the deposit, the Guest must pay the Accommodation Provider the difference.

## 8. Check-out

- 8.1 The Guest must leave the room by 10 a.m..
- 8.2 The Guest must lock the room and leave the Key at the reception desk of the Hotel, unless agreed otherwise.

## 9. Information about Personal Data Processing

- 9.1 The hotel processes personal data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 26 April 2016, General Data Protection Regulation.
- 9.2 For the purposes of verifying the reservation, the Hotel processes the following personal data/personal data categories: name, surname, date and place of birth nationality, passport or ID number, address, purpose of the journey, e-mail and telephone number, based on registration card or information obtained from publicly available sources/other sources/ from the Guest.
- 9.3 The hotel shall process personal data in a manual and automated manner through his authorized employees as well as through processors authorized by the hotel based on personal data processing agreements.
- 9.4 The list of subjects/categories of recipients, to whom the personal data of the Guest may be disclosed, are provided upon request or by visiting [www.olberg.cz](http://www.olberg.cz). The processed personal information are processed by our employees only in the Czech republic. We do not provide access to your data to any other entities, unless legally necessary.
- 9.5 The Hotel shall process personal data during the time period of 1 year, or longer if required by law.
- 9.6 The Guest has the right to access his/her personal data processed by the Hotel, to rectify or delete them, to limit their processing and to object to their processing.
- 9.7 The Guest has the right to obtain from the Hotel the personal data that concern the Guest and that the Guest provided to the Hotel. Upon the Guest's request, the Hotel shall immediately provide the data subject with data in a structured, commonly used and machine-readable format or shall provide them to another specified controller. This right does not apply to personal data processed manually.
- 8.3 In the case that the Guest believes that his/her personal data are processed illegally, he/she may complain at the supervising authority, which in the Czech Republic is the Office for the Protection of Personal Data ([www.uoou.cz](http://www.uoou.cz)).
- 8.4 Contact details of the Hotel:

### **Restaurant and hotel Olberg**

Olomučany 58  
679 03 Olomučany  
HOTEL: +420 734 446 291  
RESTAURANT: +420 734 440 088  
e-mail: [hotel@olberg.cz](mailto:hotel@olberg.cz)  
ID of data box: 8c8ar7y

Operated at:

### **Olberg tour s.r.o.**

CRN: 29309280  
VAT: CZ29309280  
Place of business: Smetanova 299/4, Blansko 678 01  
Phone: +420 516 418 763  
e-mail: [olberg@olberg.cz](mailto:olberg@olberg.cz)

These Accommodation Rules came into effect and force on 1 May 2018.

On behalf of HOTEL NAME  
Name: Ing. Ivo Dobiášek  
Position: executive director