

## HOUSE RULES

HOTEL ATLANTIS, a.s.

Having its registered seat at: Brána 177, Rozdrojovice 664 34

Company reg. no.: 25567551

VAT no.: CZ 25567551

### **1. Conditions of conclusion of accommodation contract**

- 1.1 The process of accommodation at HOTEL ATLANTIS, a.s. is governed by the provisions of the accommodation contract entered into pursuant to the provisions of Section 2326 et seq. of act number 89/2012 Sb., the Civil Code, pursuant to which HOTEL ATLANTIS, a.s. (hereinafter as "hotel") shall provide to the guest temporary accommodation for the agreed-upon period or for a period based on the purpose of accommodation at the facility, and the guest undertakes to pay to the hotel the agreed-upon price for the accommodation and the services related to it within the deadline stipulated by these house rules ("contract").
- 1.2 The accommodation contract is always entered into in writing. The requirement for the written form of the contract is deemed fulfilled upon written confirmation of the order or booking.
- 1.3 Rights and obligations of the contracting parties not explicitly addressed in the accommodation contract shall be governed by these house rules and the hotel's price list. In the event of conflict between the provisions of the accommodation contract and these house rules and/or the hotel's price list, the accommodation contract shall prevail.
- 1.4 Where the guest has failed to fulfil their obligations arising from the accommodation contract and the house rules and/or the hotel's price list or where the guest violates good manners in any other way ("violation"), the hotel shall be entitled to terminate the accommodation contract prior to its expiry, without a notice period, as long as the guest has been notified about their violation by the hotel in a manner stipulated by Section 2331 of the Civil Code.

### **2. Conclusion of contract, booking**

- 2.1 The guest shall place their reservation with the hotel in writing or by phone and then acknowledge their reservation in writing. A written reservation, or written confirmation of reservation made by phone, refers to reservation placed via a booking form or e-mail to [hotel@hotel-atlantis.cz](mailto:hotel@hotel-atlantis.cz) or by post to the address of the hotel in the header of the house rules.
- 2.2 Once the hotel has received from the guest a written order or written confirmation of their reservation, the hotel shall issue for the guest a pro forma invoice for 50–100% of the price; the invoice shall be sent to the guest's address given in the order pursuant to clause 2.1 of this article. The guest is obliged to pay the advance within the deadline and under the conditions stipulated in the pro-forma invoice. The advance payment is not requested in the case of bookings made seven and fewer calendar days prior to the requested arrival. In this case the payment for accommodation is made in full *upon departure/upon arrival*.
- 2.3 The accommodation contract is deemed concluded upon the fulfilment of the delivery of the written order or written confirmation of the order to the hotel and the receipt by the hotel of the guest's payment of the advance or the full amount of the price where the advance payment is not requested pursuant to the provisions of clause 2.2 of this article.

### **3. Cancellation of reservation, withdrawal from contract prior to arrival, no-show**

- 3.1 Where the guest has failed to pay the advance pursuant to Article I Clause 2.2 properly and/or in due time the reservation shall expire upon the lapse of the deadline for the payment of the advance.
- 3.2 The guest is entitled to withdraw from the accommodation contract prior to the arrival, without stating the reason. The guest shall be obliged to send to the hotel a written notice of withdrawal from the accommodation contract. In this case

the hotel is entitled to charge to the guest a cancellation fee whose amount shall be based on the advance paid and the rate as listed below:

Receipt by the hotel of the guest's notice of cancellation (number of calendar days)	Cancellation fees (%)
30 and more days prior to the planned departure	20% of the aforementioned advance paid
29–14 and more days prior to the planned departure	50 % of the aforementioned advance paid
13–1 days prior to the planned departure	100 % of the aforementioned advance paid

- 3.3 In the case of "no show" within 24 hours of the agreed-upon check-in, the hotel is entitled to withdraw from the accommodation contract and to charge to the guest a cancellation fee corresponding to 100% of the advance. The aforementioned provision shall not apply where the guest has informed the hotel about their delayed arrival in advance, but in any event at least 1 day prior to the planned check-in, by phone or in writing. The means of notification as state above shall be governed accordingly by the provisions of Article 2 Clause 2.1 of these house rules.

#### 4. Arrival at the hotel

- 4.1 The guest shall announce their arrival to an employee at the reception desk.
- 4.2 They shall present their ID, passport or other proof of identity (e.g. residence permit) from which the hotel's authorised employee can verify the guest's identity. The guest shall acknowledge the accuracy of their personal data by signing the hotel's guest log.
- 4.3 Unless otherwise agreed, guests shall check in between 2:00 p.m. and 11:59 p.m.
- 4.4 Upon check-in, the guest shall pay the outstanding balance of the price for accommodation, e.g. the total price minus the advance paid in accordance with Article 2 Clause 2.2 of the house rules. Upon said payment the hotel shall issue for the guest a tax document confirming the payment of the full price for their accommodation. The provisions of the last sentence of Article 2 Clause 2.2 shall not be affected; in which case the hotel shall issue for the guest a tax document confirming the payment for the entire stay.
- 4.5 The hotel is entitled to request from the guest, upon check-in, a cash deposit in the amount of CZK 5,000 per room. The deposit is refundable upon check-out in full, or subject to deductions pursuant to the conditions stipulated in Article 7 of these house rules.
- 4.6 The receptionist shall inform the guest about these house rules no later than upon the day of check-in.
- 4.7 The number of guests in a room shall conform to the number of persons booked. The guest undertakes to state the exact number of persons staying with them upon check-in.
- 4.8 The length of stay is agreed upon upon check-in at the latest, and recorded as such in the guest log. The stay can be extended only with the hotel's consent, subject to the record in the guest log.
- 4.9 The guest hereby grants their consent to the hotel with the processing and retention of their personal data within the framework of the information provided to the hotel for the purpose of the provision of accommodation services and the keeping of records on guests within the meaning of act number 565/1990 Sb., on local fees and charges, and act number 326/1999 Sb., on the residence of foreign nationals on the territory of the Czech Republic, and on changes to some acts. Detailed obligations of the guest and the hotel in terms of the guest log shall be governed by the legal regulations referred to above.

#### 5. General regulations concerning accommodation

The guest is entitled to use the premises for their accommodation, as well as common areas of the hotel with regard to the service associated with accommodation.

5.1 Upon check-in, the guest shall receive a key or a key card to the hotel room and entrance (hereinafter as "keys"). The guest is obliged to make all efforts to prevent the loss, destruction or damage of the keys. Furthermore, the guest shall not make the key available to third parties who are not direct parties to the accommodation contract between the guest and the hotel. Any sanctions for the loss, destruction or damage, or the provision of the keys to third persons pursuant to the previous sentence, are governed by the accommodation contract.

5.2 The guest is obliged to:

- make themselves familiar with the house rules and to abide by them;
- pay for the accommodation in accordance with the applicable price list;
- use the premises used for accommodation in a proper manner and to keep them clean and tidy;
- allow for the cleaning of the premises used for accommodation;
- protect the furniture and equipment in the premises used for accommodation from damage;
- report without delay and damage caused by the guest or persons staying with them on the premises of the hotel/guest house;
- behave in such a manner between 10:00 p.m. and 7:00 a.m. so as to avoid causing nuisance to other persons;
- when leaving the room, turn off water and turn off lights and appliances which are not used while the guest is away, and close windows;
- when leaving the room/guest house, leave the key at the reception desk

5.3 Without the consent of the hotel, the guest may not:

- make significant changes in the premises used for accommodation (move furniture or relocate equipment etc.);
- remove any equipment from the premises used for accommodation;
- use their own appliances in the premises used for accommodation, with the exception of those used for personal hygiene and office work;
- offer the premises used for accommodation to third persons;
- have visitors in the premises used for accommodation; visitors must be registered in the log book and they are only allowed between 3:00 p.m. and 9:00 p.m., and with the hotel's consent, and only in the common areas of the hotel;
- register as their place of business the address of the building where the premises used for accommodation are located;
- have animals on the premises of the hotel/guest house. Where requested to do so by employees of the hotel, the guest is obliged to prove the health of the animals by submitting a valid vaccination certificate.

5.4 Furthermore, the guest may not, while on the premises used for accommodation:

- carry firearms, ammunitions or explosives or keep them in a condition allowing for immediate use;
- possess, make or keep drugs, addictive substances or poisons, unless prescribed by a physician;
- smoke (subject to a fine of EUR 20 to EUR 80); with the exception of areas designated for smoking and clearly identified as such;
- use naked light

## 6. Responsibility of the hotel for the guest's property

6.1 If asked by the guest, the hotel shall accept for safekeeping the guest's money, jewellery or other items of value. The hotel is entitled to refuse to accept things for safekeeping if they are dangerous or if doing so would be

unreasonable in terms of the value or scope of these assets. The hotel requires that things given for safekeeping be in a closed or sealed container.

- 6.2 Any claim for damages caused to the items of the guest must be presented within 15 days of discovery. The guest shall not be entitled to compensation if the damage has been caused by the guest themselves or a person staying with them.
- 6.3 Should the guest leave their possessions in the room upon the termination of accommodation, the hotel shall remove them from the room and keep them at a safe place to prevent damage. Upon the settlement of debt the hotel shall release the guest's possessions to them.

## **7. Safety, guest's responsibility for damage caused**

- 7.1 The guest is obliged to make themselves familiar with security regulations and evacuation plan in the event of fire. The evacuation plan is visibly placed in every room and it can be provided by the reception.
- 7.2 The guest shall act in such a manner so as to prevent unreasonable harm to the freedoms, life, limb or property of other persons.
- 7.3 Should the guest cause damage to the property of the hotel, it shall be reimbursed from the deposit pursuant to Article 4 Clause 4.5 of the house rules. Where the damage caused exceeds the amount of deposit the guests shall be obliged to reimburse the hostel for the difference.

## **8. Check-out**

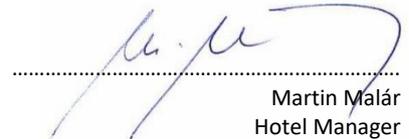
- 8.1 The guest is obliged to leave the room by 11:00 a.m.
- 8.2 The guest shall lock the room and leave the keys at the reception desk of the hotel/guest house, unless otherwise agreed.

## **9. Information on personal data**

- 9.1 HOTEL ATLANTIS, a.s. processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 9.2 The following personal data is processed for the purpose of contract performance and the fulfilment of legal obligations: first name, last name, title, date of birth, permanent residence address, nationality, ID number, visa number (if applicable). This data is obtained from the guest's proof of identification.
- 9.3 The hotel shall process said data in an automated form and manually by their authorised employees, as well as by data processors contracted by the hotel pursuant to relevant contracts on personal data processing.
- 9.4 The list of recipients of the personal data of guests (and their respective categories) can be found at [www.hotel-atlantis.cz](http://www.hotel-atlantis.cz).
- 9.5 The hotel shall process the personal data for the period stipulated for this purpose by the relevant legal regulations
- 9.6 The guest is entitled to the access to the personal data processed by HOTEL ATLANTIS, a.s., as well as the right to the rectification or erasure of the data, as well as the restriction of processing or to object to processing.
- 9.7 Furthermore, the guest is entitled to receive from the hotel the personal data related to them which the data subject has provided to HOTEL ATLANTIS, a.s. Where requested to do so by the guest, the hotel shall provide to the data subject, without delay, the data in structured, generally used and machine-readable format. Alternatively, the hotel shall provide this data to another clearly identified data controller when asked to do so by the guest. This right does not apply to personal data which is not processed in an automated manner.
- 9.8 Where the guest believes that their personal data is processed without legal basis, the guest may contact the supervisory authority, i.e. the Office for Personal Data Protection ([www.uoou.cz](http://www.uoou.cz)).
- 9.9 Contact information: HOTEL ATLANTIS, a.s.: address: Brána 177, Rozdrojovice 664 34, e-mail: [hotel@hotel-atlantis.cz](mailto:hotel@hotel-atlantis.cz), phone: +420 546 419 000.

These house rules shall become valid and effective on 1 May 2018.

On behalf of HOTEL ATLANTIS, a.s.



Martin Malár  
Hotel Manager

## **Consumer protection**

**Prior to the conclusion of an accommodation contract, we hereby provide detailed information pursuant to the provisions of Section 1811 and 1820 of act number 89/2012 Sb., the Civil Code, as amended ("Civil Code").**

Hotel Atlantis, as the provider of accommodation service, hereby provides the following information to guests:

- a) Identity and contact information of the hotel: Hotel Atlantis, a.s., company registration number: 25567551, having its registered seat at: Rozdrojovice 177, VAT no.: CZ 25567551; entered in the Commercial Register kept by the Regional Court in Brno, Section B, File 3009; e-mail address: [hotel@hotel-atlantis.cz](mailto:hotel@hotel-atlantis.cz) phone number: +420 546 419 000
- b) main subject matter of business activity of the hotel: provision of accommodation services
- c) identification of service: the hotel provides to the guests accommodation services and services related to accommodation pursuant to the conditions stipulated in the written accommodation contract
- d) prices of service: the total price for the services provided is a contractual price. The price is deemed to include all taxes and fees (with the exception of the municipal fee charged as of the second night of stay from guests aged 18–69 with respect to holiday stays)
- e) payment methods and performance: the guest shall guarantee all payments agreed pursuant to the accommodation contract in cash or via bank transfers to the bank account of the hotel (the hotel shall give to the guest the bank account number and variable symbol in writing)
- f) costs of long-distance communication: the costs of long-distance communication are based on the conditions of the providers of these means of communication, and these costs shall not differ from base rates
- g) information on the existence, method and conditions of out-of-court settlement of consumer claims, including information on the opportunity to contact the relevant supervisory authority: the guest is entitled to file a motion for out-of-court settlement of a dispute before a authority for the out-of-court settlement of consumer-related disputes, i.e.:

### **Czech Trade Inspection Authority**

Inspectorate General - ADR Department

Štěpánská 15

120 00 Prague 2

E-mail: [adr@coi.cz](mailto:adr@coi.cz)

Website: [adr.coi.cz](http://adr.coi.cz)

The Czech Trade Inspection Authority is the supervisory authority in the field of consumer protection. It acts in accordance with act number 64/1986 Sb., on the Czech Trade Inspection Authority, as amended, and other relevant legal regulations. Website of the Czech Trade Inspection Authority [www.coi.cz](http://www.coi.cz)

- h) pursuant to the provisions of Section 1837 Letter j) of the Civil Code, the guest is not entitled to withdraw from the accommodation contract as a consumer if the hotel performs their services at an agreed-upon timeframe
- i) identification of the member state(s) of the EU whose legislation applies to the relations between the guest and the hotel as established by the accommodation contract: Czech Republic

- j) identification of the language in which the guest shall communicate with the hotel throughout the duration of the accommodation contract and in which the hotel shall provide to the guest the relevant contractual conditions and other information: Czech

**List of entities / recipients of personal data**

**Personal data controller:** HOTEL ATLANTIS, a.s.

**Personal data processors:**

M.C.software s.r.o.	accounting software
Econ Booking.com B.V.	accommodation intermediary
Expedia	accommodation intermediary
HRS	accommodation intermediary
HOTEL.CZ a.s.	accommodation intermediary
AVAILPRO, organizační složka	programme for the administration of online bookings
D-Edge	website and online booking provider
Miia SE	hotel Wi-Fi network provider

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