

# General Business Terms and Conditions

## Article I Introductory Provisions

1. These General Business Terms and Conditions drawn up by VIN - CORFU company s.r.o., with registered office at Sadová 866/39, 360 01 Karlovy Vary, ID No.: 280 28 163 (hereafter the “**Accommodation Provider**”), shall govern the procedure for the reservation of hotel accommodation and services related to accommodation, payment terms, complaints and defective performance rights arising from the provision of accommodation, cancellation terms, personal data protection, as well as other rights and obligations of the parties to an accommodation contract (hereafter the “**GBTC**”).
2. The GBTC shall form a part of every accommodation contract. Any different provisions in the contract shall take precedence over the wording hereof.
3. The following terms shall have the meaning set forth hereinbelow:

“**Hotel E-mail**” shall mean the e-mail address [recepce@irishotel.cz](mailto:recepce@irishotel.cz) or another e-mail address published by the Accommodation Provider on the Hotel Website;

“**Flexi Card Guarantee**” shall mean the provision of a credit/debit card number of the Accommodated Guest, including the card validity, as security that the Accommodated Guest shall fulfil their payment obligation;

“**Hotel**” shall mean Spa Hotel Iris\*\*\*\* located at the address Sadová 866/39, 360 01 Karlovy Vary where the Accommodation Provider offers accommodation in 28 double rooms and 3 suites along with the associated hotel, spa, or wellness services. A detailed description of the individual types of accommodation, room categories and the scope of provided services is available on the Hotel Website;

“**Hotel Stay**” shall mean accommodation in any of the Hotel guest rooms, including the selected board type, with access to and use of wellness facilities (hotel swimming pool with sea salt, whirlpool, Finnish and steam saunas);

“**Treatment Stay**” shall mean accommodation in any of the Hotel guest rooms, including the selected board type, with access to and use of wellness facilities (hotel swimming pool with sea salt, whirlpool, Finnish and steam saunas), therapeutic procedures as prescribed by the physician, drinking cure as prescribed by the physician, basic laboratory blood test for stays with the duration as determined by the Accommodation Provider, and consultation with a physician at the beginning of the stay;

“**Non-refundable Reservation**” (non-refundable rate) shall mean that the accommodation is bindingly booked and fully paid with no possibility of a money refund in the event of the Reservation change or cancellation;

“**Prepayment**” shall mean an advance payment within the meaning of the provision of Section 1808(1) of the Civil Code whereby the conclusion of a Contract is confirmed and the Accommodated Guest provides a guarantee to fulfil their obligation;

“**Reservation**” shall mean a proposal for the conclusion of a Contract on accommodation and provision of other services associated with accommodation at the Hotel, which is prepared and submitted by the Accommodated Guest to the Accommodation Provider, or an already concluded Contract;

“**Contract**” shall mean a contract on accommodation based on which the Accommodation Provider undertakes to provide the Accommodated Guest with temporary accommodation for an agreed period and in the agreed scope and quality of the services related to accommodation, and in return, the Accommodated Guest undertakes to pay the Accommodation Provider the agreed price according to the Accommodation Provider’s valid price list;

“**Cancellation Terms**” shall mean the regulation of the rights and obligations in connection with the rescission of the Contract by the Accommodated Guest, as detailed in Article IV hereof;

“**Cancellation Fee**” shall mean payment for the cancellation of the Contract as a result of the rescission thereof by the Accommodated Guest prior to the commencement of the stay or the provision of services related to accommodation, as detailed in Article IV hereof;

“**Hotel Telephone**” shall mean the telephone number [+420351172111](tel:+420351172111) or another telephone number published by the Accommodation Provider on the Hotel Website;

“**Accommodated Guest**” shall mean a person interested in concluding a Contract with the Accommodation Provider or a party to the Contract to whom, based on such Contract, the Accommodation Provider provides accommodation at the Hotel or other services related to accommodation;

“**Hotel Website**” shall mean the Accommodation Provider’s website at [www.irishotel.cz](http://www.irishotel.cz);

“**Wellness Stay**” shall mean accommodation in any of the Hotel guest rooms, including the selected board type, with access to and use of wellness facilities (hotel swimming pool with sea salt, whirlpool, Finnish and steam saunas) and certain therapeutic procedures freely available without a physician’s prescription.

## **Article II**

### **Procedure for Making a Reservation and Concluding a Contract**

1. The Accommodated Guest may make a Reservation via the Hotel Website, Hotel E-mail, Hotel Telephone, multi-platform apps (WhatsApp/Viber) or other remote communication means permitted by the Accommodation Provider. The costs of such remote communication means shall be borne by the Accommodated Guest.
2. By submitting a Reservation, the Accommodated Guest confirms that they have read, understood and agree with these GBTC and, at the same time, proposes that part of the content of the Contract on accommodation be determined by reference hereto.

**3. Reservation via the Hotel Website**

- 3.1. After selecting the period of stay and number of persons, the Accommodated Guest chooses from the available room categories and offered stays.
- 3.2. In order to make a Reservation, it is necessary to enter personal data and, in certain situations, also the Flexi Card Guarantee, or to effect partial or full payment of the price for accommodation or other services related to accommodation (in the case of a Non-refundable Reservation).
- 3.3. Subsequently, the Accommodated Guest shall receive an automatic e-mail confirmation of the Reservation indicating the period of their accommodation, room category, type of stay, specification of other services related to accommodation, and the total price for payment.

**4. Reservation via Hotel E-mail, Hotel Telephone, or Multi-platform App:**

- 4.1. Based on the Accommodated Guest's request/order via the Hotel E-mail, Hotel Telephone or a multi-platform app (WhatsApp/Viber), the Accommodation Provider shall send the Accommodated Guest the following in electronic form:
    - a. An accommodation offer stating the period of stay, type of services, amount to be paid, and payment information. The offer shall also include the validity period for which the Accommodation Provider guarantees the offered services and price. When the Accommodated Guest agrees with the offer, they shall inform the Accommodation Provider of their decision by telephone, via a multi-platform app, or in writing (an e-mail form is sufficient), on the grounds of which the Accommodation Provider shall send the Accommodated Guest a Reservation confirmation in the form of a PDF file.
    - b. A Reservation confirmation in the form of a PDF file sent to the Accommodated Guest's e-mail or via WhatsApp/Viber if the Accommodation Provider discusses the type of stay over the telephone with the Accommodated Guest, including the services related to accommodation, and the price of the stay.
  - 4.2. The Reservation confirmation shall always be sent electronically (or by post upon request) in the form of a PDF file containing the date of issue, Reservation number from the hotel system, period of the stay, type of stay along with services related to accommodation, room category, price of the stay, information on the municipal fee for the stay and parking at the Hotel, as well as the payment method. The Reservation confirmation shall be sent on a letterhead paper containing the contact details, stamp, and signature.
  - 4.3. Where the Accommodated Guest books a stay requiring a Prepayment, the Accommodation Provider shall also send a stamped and signed advance invoice in PDF format along with the Reservation confirmation.
  - 4.4. After receiving the advance payment from the Accommodated Guest, the Accommodation Provider shall send proof of the received payment as confirmation to the Accommodated Guest.
5. When making a Reservation through another remote communication means, the procedure shall be analogical to that applicable to Reservations under Paragraph 4.
  6. The Accommodation Provider shall have the right to refuse the confirmation of the Accommodated Guest's Reservation, even without stating a reason.

7. Should the Accommodated Guest cancel the Reservation at a time when the Cancellation Terms not yet apply, the Accommodation Provider shall return the received funds to the Accommodated Guest without undue delay. If the Accommodated Guest wishes to cancel the Reservation, for which they have already paid the price of the stay, in whole or in part, due to serious reasons (always assessed individually) at a time to which the Cancellation Terms already apply, and the Accommodation Provider acknowledges the reasons for such cancellation, the Accommodation Provider shall return the received funds to the Accommodated Guest or, alternatively, it shall be possible to transfer the paid deposit for the price of the stay and the stay to another period. In the event the Accommodated Guest wishes to change a prepaid Reservation, the Accommodation Provider shall always attempt to accommodate them by changing the period of the stay or other details of the Reservation, unless prevented from doing so by operational or other reasons.
8. In the event the Accommodation Provider is prevented from providing accommodation or services related to accommodation by circumstances beyond the Accommodation Provider's control, the Accommodation Provider shall be authorised to change or cancel the Reservation. If the Reservation is cancelled or the Accommodated Guest does not agree to the change of the Reservation by the Accommodation Provider due to the reason stated herein, the Accommodation Provider shall be obligated to return the received funds to the Accommodated Guest without undue delay. Should the Accommodation Provider propose a change to the Reservation to the Accommodated Guest due to the reason stated herein, the Accommodation Provider shall be obligated to secure accommodation and services related to accommodation of the same or higher quality for the total price agreed in the Contract, without increasing the same.

### **Article III**

#### **Price and Payment Terms and Conditions**

1. The prices for accommodation and services related to accommodation are determined by the Accommodation Provider based on the current price list, while taking into account any discounts, and are published on the Hotel Website. The listed prices include value added tax.
2. The Accommodated Guest shall pay the price for accommodation and services related to accommodation in accordance with the payment terms and conditions of their Reservation.
3. The Accommodation Provider shall not be authorised to unilaterally change the total price throughout the period of validity of the Reservation, except in the following cases:
  - a) In the event of a change in the Reservation in accordance with Article II(8) hereinabove,
  - b) If the Accommodated Guest fails to prove or submit upon request to the Accommodation Provider proof that the Accommodated Guest fulfils the conditions for the provision of a discount on accommodation or services related to accommodation as claimed by the Accommodated Guest,
  - c) In the event of a change in the legal regulation concerning the rate of value added tax.
4. The Accommodated Guest shall be entitled to discounts provided by the Accommodation Provider to the members of the Accommodation Provider's loyalty programmes. To take advantage of these discounts, the Accommodated Guest shall be required to register in the loyalty programme published on the Hotel Website.

5. The Accommodation Provider shall have the right to require the Accommodated Guest to settle the price for accommodation or services related to accommodation before providing accommodation to the Accommodated Guest, or to effect a Prepayment. A Prepayment shall always be required for Treatment Stays.
6. The Accommodated Guest shall have the right to pay the price for accommodation and services related to accommodation in the manner specified hereinbelow:
  - a) By cashless payment made by a payment card via a secure payment gateway under the conditions set forth in the terms and conditions of the relevant payment service provider. In this case, payment shall mean the moment the amount is credited to the Accommodation Provider's bank account,
  - b) By cashless payment made by a payment card or by cash payment to an authorised employee of the Accommodation Provider (receptionist).
7. Should the Accommodated Guest be in default with the payment of the total price for accommodation and services related to accommodation or a part thereof, the Accommodation Provider shall have the right to cancel the Reservation. The Accommodated Guest shall compensate to the Accommodation Provider the costs associated with the cancellation of the Reservation (e.g. postage), as well as the Cancellation Fee in accordance with Article IV hereinbelow.

## **Article IV Cancellation Terms, Cancellation Fee and Other Cases of Contract Rescission**

1. In the event the Accommodated Guest cancels the Reservation (rescinds the Contract), the Accommodation Provider shall be entitled to claim a Cancellation Fee for individual types of stays subject to the following Cancellation Terms:
  - 1.1. Treatment Stay:
    - a) Up to 14 days before the commencement of the stay      cancellation free of charge
    - b) 13 – 8 days before the commencement of the stay      50% from the total price of the stay
    - c) 7 – 4 days before the commencement of the stay      70% from the total price of the stay
    - d) 3 days and less before the commencement of the stay      100% from the total price of the stay
  - 1.2. Wellness Stay:
    - a) Up to 4 days before the commencement of the stay      cancellation free of charge
    - b) 3 days before the commencement of the stay      50% from the total price of the stay
    - c) 2 days before the commencement of the stay      70% from the total price of the stay
    - d) 1 day and less before the commencement of the stay      100% from the total price of the stay
  - 1.3. Hotel Stay:
    - 1.3.1 Flexi Card Guarantee
      - a) Up to 2 days before the commencement of the stay      cancellation free of charge
      - b) 1 day and less before the commencement of the stay      50% from the total price of the stay
    - 1.3.2. Non-Refundable:      Following the confirmation of the Reservation, 100% payment is required. In the event of cancellation, change of the Reservation, or

no-show at the hotel on the day of arrival, the effected payment **cannot** be refunded.

2. The Accommodation Provider shall not be obligated to shift the Reservation to another date.
3. The Accommodation Provider shall be authorised to use the funds received from the Accommodated Guest in connection with the submitted Reservation to set off against the settlement of the Cancellation Fee. Where these funds are insufficient to cover the Cancellation Fee, the Accommodated Guest shall pay the outstanding amount of the Cancellation Fee within 14 days from the day when requested to do so by the Accommodation Provider.

#### **Article V** **Complaints and Damage Compensation**

1. The accommodation or service provided in connection with accommodation are defective if their quality or performance do not correspond to the scope, quality, and conditions specified in the Contract.
2. The Accommodated Guest shall report any defective performance (file a complaint) to the authorised employee of the Accommodation Provider (receptionist) without unreasonable delay upon discovering the defect and shall be obligated to describe any and all facts decisive for the assessment of such defective performance by the Accommodation Provider. Later complaints shall not be taken into account.
3. The Accommodation Provider shall accept the complaint from the Accommodated Guest and handle it without unreasonable delay, unless prevented from doing so by operational or other reasons.
4. The parking areas in front of the Hotel building are not intended as areas for the safekeeping of any belongings, as they are neither an enclosed nor guarded parking. Accordingly, the Accommodation Provider does not provide any service in connection with the supervision of the vehicles of Accommodated Guests.
5. The Accommodation Provider's conceivable liability for damage to belongings brought to the premises shall be governed by the relevant legal regulation.

#### **Article VI** **Additional Rights and Obligations**

1. The Accommodated Guest shall have the right to the proper provision of accommodation and services related to accommodation in accordance with the Contract.
2. The Accommodated Guest shall have the right to use the premises reserved for their accommodation, as well as the common areas of the accommodation facility (accommodation premises), and to use the services related to accommodation.

3. The Accommodated Guest shall be obligated, in particular
  - a) To collaborate with the Accommodation Provider as necessary to duly secure and provide accommodation services, namely to provide true and complete information and to inform the Accommodation Provider without undue delay of any changes to the information provided by them;
  - b) To familiarise themselves with the Accommodation Provider's accommodation rules and evacuation plan for the event of fire, which are located on each floor of the Hotel and in each guest room;
  - c) To fulfil their obligations stipulated in the Contract, these GBTC, the accommodation rules, and the applicable legal regulations;
  - d) To fill out and sign the registration card upon arrival;
  - e) To notify the Accommodation Provider of foreign nationals staying with them;
  - f) To notify the Accommodation Provider of any change in the number of persons using the guest room and subject to the Accommodation Provider's consent to such change, to enter them in the guest register at the Accommodation Provider's reception and to pay the price for the accommodation of such persons not named in the Reservation according to the Accommodation Provider's price list;
  - g) To respect the maximum permitted capacity of persons in the guest room;
  - h) To obey the instructions of the Accommodation Provider's employees or other persons authorised by the Accommodation Provider;
  - i) To conduct themselves in a manner so as not to disturb or restrict other Accommodated Guests using the Hotel accommodation or services related to accommodation, and to require such behaviour from persons accompanying them;
  - j) To reimburse any damage to the Accommodation Provider's property caused by themselves or persons accompanying them or other persons, either with them or independently, to whom they have allowed access to the Accommodation Provider's property.
4. The Accommodation Provider shall have the right to amend the wording of these GBTC, whereas this shall not affect the rights and obligations arising during the validity of the original wording hereof. The Accommodation Provider shall publish any amendment to these GBTC on the Hotel Website.
5. The Accommodation Provider shall have the right to rescind the Contract prior to the expiry of the agreed term without a period of notice if the Accommodated Guest or a person accompanying them breach their contractual or legal obligations or violate good manners. The termination of the Contract shall not affect the Accommodation Provider's right to receive the payment of the total price for accommodation and services related to accommodation, Cancellation Fee, or the Accommodation Provider's right to damage compensation.
6. The Accommodation Provider shall be obligated
  - a) To provide the Accommodated Guest with any and all information about their stay;
  - b) To secure the Accommodated Guest's stay on the grounds of a confirmed Reservation and in accordance with the applicable legal regulations;
  - c) To fulfil the obligations stipulated in the Contract, these GBTC, the accommodation rules, and the applicable legal regulations.

## **Article VII**

### **Personal Data Protection**

1. The protection of the Accommodated Guest's personal data is ensured in accordance with Act No. 110/2019 Coll., on Personal Data Processing, as amended, and in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council 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.
2. The Accommodated Guest grants their consent to the processing of their personal data, in particular, their name and surname, address of residence or registered office, date of birth or identification number, tax identification number, e-mail address, telephone number (hereafter the "**Personal Data**").
3. The Accommodation Provider processes the Personal Data of the Accommodated Guest for the purposes of fulfilling contractual and legal obligations applicable to the Accommodation Provider and for the purposes of the Accommodation Provider's legitimate interests. Unless the Accommodated Guest expresses otherwise, they likewise consent to the processing of the Personal Data by the Accommodation Provider for the purpose of sending information and commercial communication.
4. The Accommodated Guest shall provide their Personal Data correctly and truthfully. Furthermore, the Accommodated Guest shall be obligated to inform the Accommodation Provider of any changes to their Personal Data without unnecessary delay.
5. The Accommodation Provider shall be authorised to entrust the processing of the Accommodated Guest's Personal Data to a third party as the processor.
6. By making a Reservation, the Accommodated Guest confirms to have provided their Personal Data voluntarily.
7. The Accommodation Provider shall record the Personal Data of an Accommodated Guest who is a foreign national also in the house register within the meaning of the provision of Section 101 of Act No. 326/1999 Coll., on the Residence of Foreigners on the Territory of the Czech Republic, as amended.
8. The Accommodation Provider shall keep the Personal Data of the Accommodated Guest only for the time as necessary to fulfil the purpose of processing with regard to complying with the legal obligations, however, for a maximum period of 7 years from the last day of the calendar year in which the Accommodated Guest's accommodation ended.
9. Supervision in the area of protection of personal data is executed by the Office for Personal Data Protection ([www.uoou.cz](http://www.uoou.cz)).

## **Article VIII**

### **Sending Commercial Communication and Storing Cookies**

1. The Accommodated Guest consents to the sending of information associated with accommodation and services related to accommodation to their e-mail address.

Furthermore, the Accommodate Guest consents to the sending of the Accommodation Provider's commercial communications to their e-mail address. The Accommodated Guest may revoke their consent to and cancel the sending of commercial communications at any time by sending a notice to the Hotel E-mail.

2. The Accommodation Provider uses cookies on the Hotel Website. Technical cookies, which are necessary for ensuring the web functionality, may be stored even without the consent of the Accommodated Guest. The Accommodated Guest's prior consent is required for the storage of analytical and marketing cookies. The Accommodated Guest shall have the right to revoke their consent to the storage of cookies at any time or to change their settings in their browser.

### **Article IX Concluding Provisions**

1. The state authority competent to resolve extra judicially any disputes between the Accommodation Provider and the Accommodated Guests arising from the provided accommodation and related services (consumer disputes) shall be the Czech Trade Inspection Authority or another state body authorised by the Ministry of Industry and Trade in compliance with the provision of Section 20e(a) of Act No. 634/1992 Coll., on Consumer Protection, as amended. The Accommodation Provider and the Accommodated Guest undertake to settle their disputes preferentially in an amicable manner.
2. These GBTC shall be governed by the legal order of the Czech Republic.
3. These GBTC shall come into effect on 12 March 2026.

Done in Karlovy Vary on 12 March 2026

VIN – CORFU company s.r.o.  
MUDr. Jurij Onisko  
Managing Director