

# GENERAL TERMS AND CONDITIONS

## Wellness Hotel Gondola

Effective from 1 July 2025

These General Terms and Conditions (hereinafter referred to as the “Conditions”) govern the provision of accommodation services and related services between:

### LUKR a.s.

Company ID: 25212541

Registered office: Pallova 44/12, 301 00 Plzeň

Registered in the Commercial Register maintained by the Regional Court in Plzeň, file No. B 1227/KSPL

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## I. Definitions

- **Accommodation Provider** – LUKR a.s., operator of Wellness Hotel Gondola
  - **Hotel** – Wellness Hotel Gondola, located at Pallova 44/12, 301 00 Plzeň
  - **Guest** – a natural person who has entered into an accommodation contract with the Accommodation Provider
  - **Accompanying Person** – a natural person staying at the Hotel together with the Guest
  - **Accommodation Premises** – a hotel room intended for temporary use by the Guest
  - **Contracting Parties** – the Accommodation Provider and the Guest
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## II. Subject and Scope of the Conditions

These Conditions regulate the relationship between the Accommodation Provider and the Guest when using accommodation and related services at Hotel Gondola.

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## III. Conclusion of the Accommodation Contract

1. The accommodation contract may be concluded:
  - in person, by phone, by e-mail, or via the booking form at [www.wellnesshotelgondola.cz](http://www.wellnesshotelgondola.cz)
  - through booking portals such as Booking.com
2. The contract is concluded:
  - at the moment the reservation is confirmed by the Accommodation Provider, or
  - at the moment the offer is accepted by the Guest pursuant to Section 1731 et seq. of the Civil Code.
3. The contract is concluded for a fixed term, from the agreed date of arrival until the date of departure.

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## **IV. Accommodation Price**

1. Prices are listed in the booking system or in the confirmed offer.
2. Prices include VAT. Local taxes are not included and are charged according to the decree of the City of Plzeň.
3. The Accommodation Provider may require a deposit. If the deposit is not paid, the reservation may be cancelled.
4. Payment is due no later than the Guest's departure.
5. Payment is accepted only in CZK or EUR.

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## **V. Cancellation Policy**

1. The Guest may cancel the reservation in writing. Cancellation conditions stated in the reservation confirmation apply.
2. If the reservation is cancelled less than 30 days before arrival, a cancellation fee equal to the paid deposit will be charged.
3. The deposit may be used to cover the cancellation fee.

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## **VI. Additional Services**

1. The Accommodation Provider also offers additional services such as breakfast or wellness.
2. These services are not included in the accommodation price and are subject to a separate agreement.

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## **VII. Rights and Obligations of the Contracting Parties**

### **Guest:**

- has the right to use the room and common areas
- must observe night quiet hours (after 11:30 PM)
- is liable for damage caused to themselves or third parties
- smoking is prohibited throughout the building – violation will result in a fine of CZK 10,000
- must vacate the room by 11:00 AM on the day of departure

### **Accommodation Provider:**

- will provide a room suitable for use
- ensures peaceful enjoyment and protection of the Guest's rights

- may withdraw from the contract in case of rule violations, gross misconduct, infectious disease, or unpaid deposit
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## **VIII. Liability for Brought-in Items**

1. The Accommodation Provider is not liable for damage to items brought into the hotel.
  2. Valuables exceeding CZK 50,000 must be stored in the hotel safe; otherwise, the Accommodation Provider is not liable.
  3. The Accommodation Provider is not liable for damage to vehicles, items left in vehicles, or animals.
  4. The Guest must report damage no later than 15 days after discovering it.
  5. Maximum compensation is limited to 100 times the price of one day's stay.
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## **IX. Out-of-Court Dispute Resolution**

1. Consumer disputes are handled by the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).
  2. EU Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr>
  3. The contact point is the European Consumer Centre ([www.evropskyspotrebitel.cz](http://www.evropskyspotrebitel.cz))
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## **X. Final Provisions**

1. These Conditions are governed by the laws of the Czech Republic.
2. The Accommodation Provider reserves the right to amend them.
3. The invalidity of one provision does not affect the validity of the others.
4. Rights arising from breach of contract are subject to a limitation period of six years.
5. The contracting parties exclude the application of the contra proferentem principle.
6. Rights under the contract may not be assigned without the consent of the other party.

These Conditions come into effect on 1 July 2025.