

# **GENERAL COMMERCIAL TERMS AND CONDITIONS FOR CUSTOMERS ORDERING Pension ALFA & Whisky Pub SERVICES**

## **I. BOOKING THE ACCOMMODATION**

1. In Pension ALFA, Klokotská 107, Tábor (hereinafter referred to as „Facility“), accommodation can only be booked in a written form (e-mail or by filling and sending a form available on websites) or by phone.
2. The room booking is deemed to be accepted by a written confirmation by the Facility provider Mr. Václav Tlapa, ID.No.: 721 66 801, (hereinafter referred to as „Provider“).
3. Provider shall be entitled to fulfil any of his rights and responsibilities under these conditions via an authorized staff of the Facility.
4. Room booking and ordering may also be accepted and confirmed also based on stating a valid Credit Card as a guarantee. If services are not used, a fee shall be charged according to cancellation terms and conditions.
5. On-line booking is binding. A breakdown in the booking confirmation is binding for a scope of contractually agreed upon services and prices.

## **II. BOOKING**

1. Booking shall mean an agreement on Providers commitment to book accommodation for the client agreed number of accommodation places for the agreed term and a liability of the client to use this booking at the agreed time for accommodation, or pay the cancellation fee in case of partially use or cancelation of booking.
2. The Provider may on his sole discretion require advance deposit of 30% to 100% of total price, when a booking is made.
3. Cancellation fee as compensation for the damage caused to the Provider on the cancellation of a booking is mandatory:
  - a) in the period 31 or more days before arrival 0% of the price
  - b) in the period 30-15 days before arrival 50% of the price
  - c) in the period 14-7 days before arrival 80% of the price
  - d) in the period 6-0 days before arrival 100% of the price

## **III. PAYMENT TERMS AND CONDITIONS**

1. A price for the accommodation at the Facility shall be paid by a client:
  - a) at arrival in cash, or
  - b) prior to arrival by a bank transfer at Provider´s bank account.
2. Price shall include all fees imposed.

## **IV. RIGHTS AND OBLIGATIONS OF THE CLIENT**

1. By concluding the accommodation contract, the client acquires a right for common use of hired premises, accompanying facilities commonly available to guests without

any special conditions, and common services. The client shall apply his/her rights and duties in accordance with Hotel guidelines and/or regulations valid for guests (Hotel Rules).

2. Client shall pay the price for the accommodation including a statutory Value Added Tax at arrival. At least on a day of the departure, the client is obliged to pay other costs or special services, if any required either by the client himself or by accompanying guests, including a statutory Value Added Tax.
3. The client is entitled to claim shortages, if any, in the rendered services. The client shall be obliged to exercise such claim in due time, without any unfounded delay, so that a remedy can be agreed upon at the respective place, if practicable to achieve objectivity of assessment and proper settlement of the claim. A later presented claim shall be limited as the immediate remedy is not possible.
4. The client shall be liable to the Provider for any loss or damages caused by the client or other persons using the Facility services known to the client or according to his/her will.

## **V. RIGHTS AND OBLIGATIONS OF THE PROVIDER**

1. The Provider is entitled to provide the client or guests with adequate substitute accommodation if acceptable for client, provided the difference of accommodation is negligible and objectively justified. Change shall be deemed objectively justified when the premise (premises) is (are) unusable, when currently lodged guests extend their stay, when excessive number of bookings was accepted, or any other important operational measures requiring such action. Substitute accommodation cost shall be paid by the Provider.
2. The Provider shall be entitled to charge the price of services anytime, or charge regularly.
3. The Provider shall be obliged to provide services corresponding to the standard of the Facility.

## **VI. WITHDRAWAL BY THE CLIENT, CANCELLATION FEES**

1. The client is entitled to withdraw from the agreement on the booking not least than 1 day (24 hours) before the arrival.
2. Withdrawal from the agreement does not affect the client's obligation to pay any cancellation fees under Art. II. Section 3 of these conditions.

## **VII. CHANGES IN SERVICES**

1. Services offered by the Facility may vary during a year. The client is obliged to follow the up-to-date offer of services. Client shall be notified no later than at arrival on any changes in conditions made after the binding booking was made.
2. Provider does not provide financial compensation for services, which were ordered and not used by the Client.

## **VII. FINAL PROVISIONS**

1. Personal data of the client presented during the stay shall only be used by the Provider for a contractual and related purposes.
2. These general commercial terms and conditions are valid from 1. 9. 2016. Any amendments and additions hereto can be agreed upon between the Client and Provider exclusively in a written form.

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## ***PRIVACY POLICY***

Pension ALFA & Whisky Pub, as data administrator, collects and processes personal data for the purposes of bookings and guests' management, billings and payments, marketing actions and satisfaction enquiries. The data are intended to the pension and its service providers. You have a right to interrogate, to access, to rectify and to object to the processing by writing to the hotel at the following address: [alfa@pensionalfa.cz](mailto:alfa@pensionalfa.cz).