

ACCOMMODATION RULES

(Kaskáda Brno Hotel)

1. Basic provisions

1.1 These accommodation rules (hereinafter referred to as "**accommodation rules**") of the **Tatry mountain resorts CR, a.s.** company, company registration number: 068 71 917, with the registered office at Praha 8 – Karlín, Pobřežní 18/16, postcode: 186 00, registered in the Commercial Register of City Court Prague, Section: B, Insertion No. 23258 (hereinafter referred to as "**TMR company**" or "**operator**"), specify the terms of providing accommodation services and other related services (hereinafter referred to as "**services**") at the Kaskáda Hotel, Na Golfu 1772, Kuřim, postcode: 664 34 (hereinafter referred to as "**hotel**") as well as the rights and duties of the operator and guests staying at the hotel (hereinafter referred to as "**client(s)**") from the moment the clients check in until they check out.

1.2 The booking process of services is governed by separate General Terms and Conditions of the TMR company which specify the booking of accommodation and other related services (hereinafter referred to as "**booking GTC**").

1.3 Only clients that are personally checked in can stay at the hotel. To check in, every client is obliged to show their identification card, passport or another identification document at the reception desk.

1.4 These accommodation rules form an integral part of every accommodation agreement concluded between the respective client and the operator in accordance with § 2326 and Act No. 89/2012 Coll. Civil Code as subsequently amended (hereinafter referred to as "**Civil Code**"). These accommodation rules are published on the hotel website: <https://www.golfbrno.cz/> (hereinafter referred to as "**hotel website**") and available at the hotel reception. By checking in and using hotel services, every client confirms that they have acquainted themselves with these accommodation rules and undertake to respect them.

2. Prices of accommodation services and other related services

2.1 Every client is obliged to pay for the accommodation services and other related services provided by the operator based on the respective confirmed booking. If any client checks in at the hotel without prior booking (i.e. concludes their accommodation agreement at the hotel reception), or if they don't pay the whole price of the accommodation services and other related services when booking, or if they ask for another room category than they have booked (and if such room is available), or if they use hotel services that they have not paid for in advance (e.g. wellness and spa treatments, mini bar consumption, food and drink consumption etc.), they are obliged to pay for these services based on the valid price list of individual services which is available at the hotel reception or at individual hotel facilities. All services that are not paid for in advance (when booking) must be paid for at the hotel reception in cash or by card no later than when checking out. Unless all payment obligations are settled, the check-out process cannot be completed. Every client is obliged to check their hotel bill (invoice) when paying it at the hotel reception. Any later complaints regarding invoices shall not be accepted.

2.2 If any client does not use the services they have booked and paid for due to any personal reason or without specifying the reason (early check-out, late check-in), they are not entitled to receive any financial or non-financial compensation, or substitute use of services.

2.3 The operator reserves the right to examine each client's request regarding potential compensation for not using booked and paid services (due to personal reasons such as injury, serious illness, death etc.) in their entirety and to determine individually whether it is legitimate. To do so, every client is obliged to prove that the respective serious reasons for failing to use the booked services are still relevant (e.g. by presenting a confirmation of hospitalisation, medical report, death certificate etc.). Compensation for unused services as specified above cannot be claimed legally.

3. Hotel rules

3.1 Clients can be checked in by the operator based on the respective reservation(s) on the day of arrival after 2:00pm unless otherwise specified by the operator in the reservation(s) (including early check-in terms, i.e. before 2:00pm). If any client fails to check in until 12:00midnight without notifying the operator before, the operator is entitled to offer the booked room(s) to other guests. In such case, the respective client is not entitled to receive the paid accommodation price back. The same applies to financial, non-financial compensation and substitute use of services.

3.2 The hotel provides services to clients in the scope and of the quality based on the respective decree which specifies the classification of accommodation establishments.

3.3 The hotel RECEPTION is available every day from 7:00am to 10:00pm (in high season - from 6:00am).

3.4 When checking in, every client is informed about the accommodation terms and service provision terms, the amenities in their hotel room, basic hotel orientation and safety details, car parking rules, sports equipment storage rules etc.

3.5 The hotel is entitled to decline clients with contagious diseases, parasitic infections or other diseases that might endanger the health of the hotel staff or other hotel guests.

3.6 When entering the hotel room, every client should check the amenities and equipment inside and report any potential damage or failures at the reception immediately.

3.7 All hotel premises, including hotel rooms are non-smoking. Smokers can use an area in front of the hotel. The hotel reception offers information about smoking possibilities at the hotel.

3.8 If any client violates the smoking ban related to hotel rooms and other hotel premises, the operator is entitled to charge a CZK 10 000 contractual fine that the respective client has to pay in cash or by card at the hotel reception no later than when checking out.

If violation of the smoking ban inside a hotel room or other hotel premises results in damage of the operator's and/or hotel property and/or the property, life or health of hotel clients or the hotel staff, the damage must be reimbursed by the respective client in its entirety.

3.9 No shifting, fixing or changes on the furniture, equipment, electrical and other installations etc. are allowed in hotel rooms, common areas, the restaurant, the lobby bar, the wellness and spa centre, kid's corner etc. if not approved by the hotel general manager or the operations manager.

3.10 It is not allowed to use clients' personal electric appliances in hotel rooms except appliances for personal hygiene (razors, epilators, etc.), mobile phone chargers, notebooks and tablet computers.

3.11 It is not allowed to leave children younger than 10 years unattended (i.e. not accompanied by their legal representative or an adult person over 18 years authorised by the legal representative) in hotel rooms and other common areas due to safety reasons.

3.12 All hotel clients are obliged to respect the quiet hours from 10:00pm to 6:00am and cannot disturb other hotel guests in this period. Disturbing behaviour that violates the quiet hours includes too-loud TVs, too loud conversations in hotel rooms and halls, on hotel terraces, etc. Social events such as celebrations, weddings etc. can be held after 10:00pm only if allowed by the hotel general manager or the operations manager.

3.13 Messages and letters for hotel guests are accepted and passed on to clients by the hotel reception.

3.14 The hotel lobby and the lobby bar are meant for receiving visitors of hotel guests. Visitors can be accepted in hotel rooms only if allowed by the hotel reception and once the visitors sign the visitor's registration book. No visitors are allowed at the hotel during quiet hours.

3.15 Rules regarding staying with pets at the hotel: **a**, Clients with well-bred pets older than 6 months are welcome to stay with us. The surcharge for every pet is CZK 400/night and covers the related extra cleaning costs.

b, In order to guarantee comfort for all guests staying at the hotel, a maximum of 1 medium-sized breed pet or 2 small breed pets can stay in one hotel room. Any exceptions must be discussed with and allowed by an authorised hotel staff member or the hotel management.

c, Pets are allowed to stay at the hotel only if their owners present their valid vaccination records that prove their health when checking in.

d, Every pet owner is responsible for any potential damage caused to the property of the hotel or other hotel guests and other individuals inside the hotel including the hotel staff. Any damage has to be covered in its entirety by the respective pet owner (client staying with a pet or pets at the hotel if allowed or not allowed by the hotel operator).

Any damage has to be reimbursed based on the respective damage settlement amount submitted to the client within the due period specified by the operator.

e, By booking accommodation with a pet and paying for it, every client declares that they have read these rules.

f, Every client accepts the fact that if any of these rules regarding staying with pets are violated, the accommodation provider may refuse the respective client with a pet or order them to leave the hotel without providing any financial or non-financial compensation.

3.16 Members of the hotel staff are entitled to enter the hotel rooms in order to clean them, add products to the mini bars and other items, repair any damage if necessary, provide emergency medical help or if violation of these accommodation rules is suspected or the property of the hotel or hotel guests, health or life of clients or the hotel staff are in danger.

3.17 If any client gets ill, injured or suddenly feels bad, the hotel reception has to be contacted immediately (health problems of underage clients have to be reported by their legal representatives or other authorised individuals) so that the first aid can be guaranteed and necessary medical help or transport to hospital/a doctor's surgery can be arranged at client's expense.

3.18 The hotel is managed by the operator and details about current product and service offers, hotel operation limitations, additional services (catering, wellness relaxation etc.) and other services provided by the operator at the hotel or in the area (opening times of golf resorts, etc.) as well as operation limitations of hotel facilities are published on the hotel website.

3.19 Clients are not entitled to receive any financial or non-financial compensation or substitute use of services if the hotel services could not be provided in their entirety due to operational reasons (e.g. wellness and spa centre operation limitation, increased noise during a wedding or celebration held inside the hotel, closed pools or saunas – applies to hotels located in or at water parks, etc.).

3.20 Every client is obliged to leave their hotel room in the same condition as they have accepted in when checking in. Any damage of the furniture or appliances inside the hotel room or any change of the room condition must be repaired by the respective client at their expense before checking out or the respective client is obliged to reimburse for all related costs.

3.21 Every hotel guest has to check out until 10:30am on the date of departure. Clients can ask the hotel reception to check out later. However, the late check-out service has to be arranged in advance and is subject to availability. There is an extra late check-out charge that clients are informed about at the reception when discussing the service. If any client fails to check out until 10:30am and does not ask for a late check-out, the operator is entitled to charge the respective client for staying longer.

3.22 If any client asks to stay longer at the hotel, the operator can enable this, but only if there is a room available. Clients are not entitled to be allowed to stay longer.

If there is a room available, i.e. the hotel can enable the respective client to stay longer, the client is obliged to pay for the accommodation services and other related services at the hotel reception in advance – in cash or by card. Clients who ask to stay longer can be moved to another room. In such case, they are obliged to respect the room change and move to the other room based on the instructions of the hotel reception on the first day of the extra period.

3.23 Any suggestions and complaints shall be presented to the hotel reception. The late check-out surcharge for using a hotel room until 6:00pm on the departure day is 50% of the accommodation price per day which is valid on the respective day. The late check-out surcharge for using a hotel room after 6:00pm on the departure day is 100% of the accommodation price per day which is valid on the respective day. If any client does not check out until 12:00midnight on the departure day, the operator is entitled to move the personal items and luggage of the client out of the hotel room and store them at the expense of the client.

4. Operator's and clients' liability for damage

4.1 The operator is liable for damage caused to clients while staying at the hotel in accordance with the Civil Code and other generally binding legal regulations that are effective and in force in the Czech Republic.

4.2 Every client is obliged to store their valuables, money and personal documents in the safe located in their hotel room. The hotel is liable only for money and valuables stored in the safe at the hotel reception and only based on the list of all stored valuables and money signed by both parties. The hotel is not liable for any other loss.

4.3 Every claim regarding operator's liability for damage must be filed based on the principles and within the period specified by relevant regulations of the Civil Code and other generally binding legal regulations that are effective and in force in the Czech Republic.

4.4 Items and belongings that clients forget in the hotel are stored for 3 months. After that, the forgotten items are handed to the local lost-property office or another body. Forgotten items can be delivered to their owners at the costs of the respective clients only if these ask the hotel to do so within the period specified above.

4.5 Every client is liable for damage caused by them or other clients they are responsible for, damage of the property of the operator and/or the hotel, life, property and health of the employees and other hotel clients. Any damage as specified above must be reimbursed for to the respective injured person (operator/client/employee) in accordance with applicable laws.

4.6 The operator is entitled to require a guarantee in the form of credit or payment card authorisation hold, or any other kind of guarantee from clients. By marking the respective kind of guarantee in the registration form or another specific form, every client agrees to the guarantee policy that is meant to cover the costs for used but unpaid services of the respective client (e.g. mini bar consumption, unpaid services etc.) or to reimburse for damage caused by the client or other clients they are responsible for while staying at the hotel, or to cover other financial debts related to

the time the client spends at the hotel. Every client is informed about the guarantee terms, form and amount when checking in at the reception.

If the guarantee is not used to cover any debts as specified above, the respective client shall receive it back (credit or payment card authorisation hold shall be cancelled) without undue delay once the client checks out from the hotel.

5. Complaints policy – warranty

5.1 The procedure of filing complaints and exercising the rights related to the operator's liability for damage (hereinafter referred to as "**complaints**") including complaints related to hotel services is specified in the hotel **Complaints Policy** which is published on the hotel website and available at the hotel reception.

6. Personal data protection, privacy policy

6.1 Details related to the protection of personal data are included in the Data Protection and Privacy Policy of the TMR Group and published on the website: www.tmr.sk/o-nas/gdpr/.

7. Final provisions

7.1 The TMR company is entitled to amend these accommodation rules anytime and the respective change is considered effective for all hotel guests from the day it is published on the hotel website. Every client is obliged to follow the accommodation rules which are effective and in force on the day they check in at the hotel.

7.2 Every client is obliged to follow these accommodation rules. If any client violates these accommodation rules or instructions of the hotel staff, or causes damage or endangers the property of the operator, or the health, life or property of the hotel staff or clients, or violates good manners despite warnings, or fails to respect their duties based on the respective accommodation agreement, or damages good reputation of the operator, the hotel staff or clients, the operator is entitled to withdraw from the respective accommodation agreement, to order the client to leave the hotel and to prevent them from using services at the hotel.

7.3 These accommodation rules and all legal relations resulting from individual accommodation agreements are based on the laws of the Czech Republic. All legal relations that are not specified by these accommodation rules shall be governed by generally binding legal regulations that are effective in the Czech Republic.

7.4 Any dispute resulting from individual accommodation agreements, including disputes regarding the interpretation of these accommodation rules if the dispute between the parties of the respective legal relationships is not solved successfully shall be referred to Czech courts.

7.5 If any provisions of these accommodation rules are or become invalid, ineffective and/or unenforceable, this shall not affect the validity, effect and/or enforceability of other provision of these accommodation rules.

7.6 These accommodation rules specify the rights and duties of clients while staying at the hotel. If any accommodation agreement concluded between the operator and individual clients, or specific general terms and conditions related to services provided at the hotel (e. wellness and spa, kid's corner etc.) (hereinafter referred to as "**specific terms and conditions**") differ from these accommodation rules, the specific terms and conditions shall be considered decisive and given priority to these accommodation rules in every point they are different. All issues not specified by any specific terms and conditions shall be governed by these accommodation rules.

7.7 These accommodation rules become effective and come into force on 8.8.2019.

In Kuřim on 8.8.2019

Jan Kastner

Resort general manager (Kaskáda and Ostravice)