

## Terms and conditions of on-line accommodation reservation in Camping Lipno Modřín

hereinafter referred to as "Terms and Conditions"

The operator of Camping Lipno Modřín (hereinafter referred to as the "**campsite**") is the company LIPNO SERVIS s.r.o., with registered office at Lipno nad Vltavou 307, 382 78 Lipno nad Vltavou, registration number 26016885, registered at the Regional Court in České Budějovice, file number C 9229 (hereinafter referred to as the "**accommodation provider**").

These Terms and Conditions of Sale and Cancellation regulate the online reservation of accommodation, payment of the advance payment of the accommodation fee for the campsite, cancellation conditions and other rules concerning the payment of the accommodation fee.

Every person interested in accommodation (hereinafter referred to as the "**Customer**") is obliged to read these Terms and Conditions of Camping Lipno Modřín before making a binding reservation for accommodation at the campsite.

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- a) Booking and Cancellation Conditions of Camping Lipno Modřín
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#### a) Booking and Cancellation Conditions of Camping Lipno Modřín

1. The customer makes an online reservation for accommodation at the campsite via the website <https://www.campinglipno.recepce-online.cz/> by filling in the reservation form and confirming the reservation by clicking on the "book" button (hereinafter referred to as the "**reservation process**"). A deposit for the accommodation fee is due at the time of confirmation of the reservation. The amount of the advance payment of the accommodation fee is set at 100% of the accommodation fee (hereinafter referred to as the "**advance payment**"). The amount of the advance payment due is automatically generated during the booking process based on the information provided by the customer regarding the accommodation requested.
2. The deposit shall be paid by the Customer immediately after the completion of the booking process, and no later than 15 minutes after the confirmation of the booking, via the chosen payment instrument (payment gateway). If the deposit is not paid within the time limit specified in the previous sentence, the reservation is not valid and binding and will be automatically cancelled, of which the customer will be notified by a message to the email address provided by the customer. Once the deposit has been paid, the reservation becomes binding for both the accommodation provider and the client and is subject to the cancellation conditions set out below.
3. In the event of cancellation of the booked accommodation, a cancellation fee of the following amount applies to online bookings of pitches A, B, C, yurts and services:
  - i. 0 % if the cancellation occurs more than 2 days before the check-in date,
  - ii. 100 % of the deposit paid if the cancellation occurs less than 2 days before the check-in date or the customer does not check in on the day of arrival.
4. The accommodation provider will not charge any cancellation fees in case of cancellation or non-arrival only in case of particularly serious reasons (death, serious illness of the client, including COVID-19). A particularly serious reason must always be documented.
5. A cancellation fee will not be charged if the stay is cancelled by the accommodation provider.
6. Cancellation of the stay can only be made by the client and the accommodation provider in writing, either electronically (by email sent to [info@campinglipno.cz](mailto:info@campinglipno.cz)) or in writing by letter sent to LIPNO SERVIS s.r.o., 382 78 Lipno nad Vltavou 307. The request for cancellation of the order must include the bank account number to which the customer requests the refunded deposit to be sent. The cancellation request cannot be made by phone. The date of cancellation is the date on which the notice of cancellation is delivered to the accommodation provider. In the event of cancellation according to point 4, the client is obliged to provide the accommodation provider with the reasons for cancellation.
7. In the event of premature termination or interruption of the stay without fault on the part of the accommodation provider, the accommodation provider shall not be obliged to refund the paid price of the stay or its proportional part to the client. However, the accommodation provider may, in view of particularly serious reasons, according to point 27 of the Accommodation Regulations of Camping Lipno Modřín, proceed differently from this provision.
8. If the conditions for the return of the deposit paid are met, the accommodation provider shall return it to the client by transfer order within 15 days from the date on which the deadline for its return was reached (i.e. when the written cancellation of the order was received by the accommodation provider), to the account of the client, which was sent together with the cancellation of the order.

#### b) Information on the protection and processing of the accommodation provider's personal data

- 1) The Customer acknowledges that the accommodation provider, in its role as controller, processes personal data, in particular identification, address, authentication, contact and contractual data (hereinafter referred to as "necessary data") for the following purposes:
  - a) booking online accommodation and concluding and performing contracts;
  - b) registration, membership of the LIPNOCARD programme;
  - c) activation, issue, and recharge of the LIPNOCARD;
  - d) online shop;
  - e) marketing to new and existing LIPNOCARD customers/members;
  - f) protection of own rights and legal claims;
  - g) administrative needs, record keeping and statistics;
  - h) compliance with general legal obligations.
- 2) The legal bases for the processing of personal data for the above purposes are:
  - a) for the purpose under paragraph a) the necessity for the online booking of accommodation and performance of contracts, in relation to the data of a natural person, and in relation to the data of other persons, the legitimate interest of the accommodation provider in the performance of reservations made and contracts concluded;

- b) the legitimate interest of the accommodation provider for the provision of its services pursuant to paragraphs a), b), and for the operation of the online shop for the purpose pursuant to paragraph d);
  - c) the legitimate interest of the accommodation provider in the development of its own business and the acquisition of new customers for the purpose referred to in paragraph e);
  - d) the legitimate interest of the accommodation provider in the proper protection and effective exercise of the rights and claims of the accommodation provider for the purpose under paragraph f);
  - e) the legitimate interest of the accommodation provider in the administration, registration of concluded contracts and the production of statistics for the purpose referred to in paragraph g);
  - f) (f) the necessity for the fulfilment of the legal obligations of the accommodation provider, in the field of tax and accounting for the purpose of paragraph (h).
- 3) The personal data will be processed for the period necessary for the fulfilment of the purpose, or for as long as the purpose is still relevant, in particular:
- a) for the purposes of paragraphs (a), (b), (c), (d) for the duration of the contractual relationship or for the duration of the LIPNOCARD membership;
  - b) for the purpose under paragraph (e), for a maximum period of 12 (twelve) months after the termination of the contractual relationship or LIPNOCARD membership;
  - c) for the purpose of paragraphs f), g) for the duration of the limitation period, including the period covering any suspension or interruption thereof, but typically not more than 16 (sixteen) years after the termination of the contractual relationship or LIPNOCARD membership;
  - d) for the purpose of paragraph (h) above, for the period of compliance with the relevant statutory obligations.
- 4) The personal data of the persons referred to in paragraph 9.1 above will be transferred to other recipients as controllers and processors for the above purposes. These recipients may be:
- a) a business partner of the accommodation provider;
  - b) public authorities, such as the police, bailiffs, the General Financial Directorate, where this is a legal obligation imposed on the accommodation provider or where it is necessary to protect the rights and legal claims of the accommodation provider;
  - c) persons involved in the process of business and marketing communication, such as persons providing postal and e-mail distributions;
  - d) persons acting as IT administrators, service providers, website operators and related management and maintenance services and providing technical or other processing operations, such as:
    - (a) CONDUKO a.s., ID No.: 26019558;
    - (b) LIPENSKO s.r.o., ID No.: 28136420;
    - (c) STEZKA KORUNAMI STROMŮ s.r.o., ID No.: 28142349;
    - (d) and their contractual sub-processors;
  - e) other categories of recipients listed on the website of the accommodation provider.
- 5) Data subjects are entitled to:
- a) request access to their personal data;
  - b) request the rectification, completion or erasure of personal data;
  - c) request restriction of the processing of personal data;
  - d) request an explanation of the processing of personal data;
  - e) object to the processing of personal data, including objection to processing for marketing purposes - the subject is entitled to object to this already at the time of concluding the contract and, where applicable, when sending each individual commercial communication, or at any other time;
  - f) exercise the right to data portability;
  - g) exercise the right to lodge a complaint against the processing of personal data with the Data Protection Authority.
- 6) All rights can be exercised by contacting the following contacts of the accommodation provider:
- a) E-mail: [gdp@lipnoservis.cz](mailto:gdp@lipnoservis.cz);
  - b) Delivery address: LIPNO SERVIS s.r.o., Data Protection Officer, Lipno nad Vltavou, No. 307, 382 78.
- 7) The accommodation provider is obliged to inform the persons listed as data subjects in paragraph 9.1 about the processing of their personal data within the scope of the information provided in this Article of the Terms and Conditions. The accommodation provider is obliged to inform the data subjects about the transfer of the data subject's personal data to the recipients or processors of the accommodation provider's personal data. The accommodation provider is obliged to communicate the information referred to in this paragraph in an easily comprehensible form, considering the circumstances and abilities of the data subjects.
- 8) The accommodation provider's obligation to inform data subjects pursuant to paragraph 9.7 shall apply mutatis mutandis to any changes concerning processing information.
- 9) Both the accommodation provider and the customer confirm that the information contained in this article of the Terms and Conditions and Cancellation Policy does not constitute a contractual arrangement. The accommodation provider is obliged to keep this processing information up to date. The accommodation provider is entitled to change this information at any time and to inform the customer in the ways specified in this article.
- 10) Information regarding the protection, processing and security of personal data is contained in the Personal Data Processing Policy of LIPNO SERVIS s.r.o. and is published on the website <https://www.lipno.info/osobni-udaje.html>.

### c) Final provisions

In the event that a consumer dispute arises between the accommodation provider and the client, who is a consumer, arising from a contract for the provision of services, which cannot be resolved by mutual agreement, the consumer may submit a proposal for the out-of-court settlement of such a dispute to the designated entity for the out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, Email: [adr@coi.cz](mailto:adr@coi.cz) (<mailto:adr@coi.cz>), The consumer can use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

These Terms and Conditions of Sale and Cancellation take effect from 01.03.2025.

The Supplier reserves the right to change the Terms and Conditions. Changes shall take effect on the date of their publication.