

Kristýna Holiday Resort



Contractual and cancellation terms and conditions for stays in the Kristýna Holiday Resort

These terms and conditions apply generally to all guests to the resort with whom a separate written contract for the provision of services has not been concluded.

Booking a Stay and Establishing a Contractual Relationship:

The client books a stay in the holiday resort by placing an order online via the booking form on the website www.kemp-kristyna.cz, by e-mail or in person.

The Order Must Contain:

- The client's name, address and contact number.
 - The date of the stay and accommodation type.
1. The order becomes binding for the client once it has been properly filled in and submitted.
 2. Once the Kristýna Holiday Resort confirms the order, a contractual relationship is established between the client and the resort, on the basis of which the resort undertakes to ensure services for the client in the confirmed scope and quality, and the client undertakes to pay the agreed price to the resort.
 3. The conditions apply to the persons specified in the order placed by the client and confirmed by the resort.

Client's Rights and Obligations:

The client shall have the right to:

- Receive sufficient and complete information on the services ordered, i.e. on the scope, date and price;
- Receive the services as ordered and paid for;
- Cancel the confirmed booking at any time before the beginning of the stay, provided that the cancellation conditions are met;
- Complain about flaws in the services provided.

The client shall be obliged to:

- Include in the order all necessary information completely and correctly;
- Pay the full price of the stay to the resort on the requested date;
- Respect the operating rules and other regulations of the holiday resort whose services the client is using;
- Carefully check the confirmation of the stay issued by the resort and contact the resort immediately if any discrepancies are found.

Claims and Complaints

1. If the client is not provided with services in the agreed scope or incurs material damage caused by the holiday resort, the client shall file a complaint without undue delay at the reception, which will immediately assess the legitimacy of the complaint and provide remedy.
2. Both parties shall endeavour to settle all complaints on the spot.
3. The holiday resort shall not be held liable for any damage to the client if the damage results from the client having provided misleading or incorrect information.
4. The complaint procedure shall be governed by the applicable legislation of the Czech Republic.



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Obligations of the Holiday Resort to the Client

Prices and payments

Prices are contractual and may vary from date to date and time to time. When ordering online using the booking form, the price shall be made by credit or debit card or bank transfer. You will be asked to pay immediately after completing the booking form. Your reservation will be finalised once you have made the payment, which will be recorded in our reception system without delay.

- If the total price of the stay is not demonstrably paid by the date indicated in the booking confirmation, the resort reserves the right to withdraw from the confirmed booking. Failure to pay the deposit does not release the client from the obligation to cancel the booking in writing. The deposit shall be considered paid once the amount has been credited to the holiday resort's bank account.
- Payment must always be made before accommodation can be provided in the resort.

Beginning of the Stay

Upon arrival, the client must present his/her ID card and proof of payment at the reception desk. After check-in, the reception will accommodate the client and provide further information about the stay. On the day of arrival, guests can check in at 3 p.m. at the earliest.

Cancellation Terms and Conditions

1. The client has the right to cancel the stay at any time, i.e. to withdraw from the confirmed booking. This withdrawal by the client must be made in writing and delivered to the resort in a verifiable manner.
2. The holiday resort is entitled to payment of a cancellation fee based on the length of time between the date of cancellation and the first day of the confirmed stay.
3. Cancellation fees are charged from the total, i.e. confirmed price of the stay. In the event of cancellation of or failure to arrive for a booked, confirmed and paid stay, the price will be refunded to the client decreased by the cancellation fees, specifically:

90-40 days	15%
39-15 days	30%
14-8 days	50%
7 days or less	100%
4. The date of cancellation shall be the actual date of delivery of written notice of cancellation to the resort and shall be included in the above number of days for the calculation of cancellation fees. The first day of the stay is not included in this number of days. In the event of cancellation, the resort will refund the deposit paid decreased by the cancellation fees within 14 days.
5. No cancellation fee will be charged if a family member of the client dies, provided an official certificate is submitted.
6. If the client terminates the stay early, the remaining amount of money shall not be refundable except in the event of death of a family member or hospitalisation of the client, provided that the relevant certificate is presented.
7. **COVID-19 Cancellation Policy**

Bookings can be cancelled for COVID-19 reasons with a full refund of the deposit paid no later than the last day before the planned start of the stay. The following three cases may occur:

 - (a) The holiday resort is closed due to COVID-19, either in whole or in part, and specifically for the accommodation type booked.
 - (b) The client is quarantined due to COVID-19. In this case, the client should contact our reception immediately and actively resolve the situation. The paid deposit shall be refunded on the basis and upon presentation of a "quarantine order" certificate (issued by the competent regional public health office).
 - (c) The client is COVID-19 positive. In this case, the client shall contact our reception immediately and actively resolve the situation. The paid deposit shall be refunded on the basis and upon presentation of a certificate of infection (issued by the laboratory or institution where the test was performed).



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Information on Personal Data Processing (GDPR)

The protection of the guest's personal data when checking in for a stay and within other services at the accommodation provider is governed by the provisions of Section 1746 et seq. of Act No. 89/2012 Coll. and by Regulation (EU) 2016/679 of the European Parliament and of the Council.

Handling of Personal Data

Once the client shows an interest in accommodation services, places an order or enters into a contract, the accommodation provider will receive the client's (ordering person's) personal data, i.e. name and surname (Company ID No., VAT Reg. No.), residential address (business address), e-mail address and phone number. These mandatory data serve as unique identifiers of the client and therefore allow him/her to enter into a valid contractual relationship for a specific requested service.

Upon arrival for the stay, the client (ordering person) shall also provide the number of his/her valid personal ID card and vehicle registration plate.

If the client/ordering person also connects to the WiFi operated by the accommodation provider, further personal data shall be required, such as the connection IP address, end device MAC address, and data of an operational and localisation nature required by applicable legislation from the external telecommunication services provider (internet connection provider). If the client (ordering person) uses the option of online payment for the services provided via an electronic payment gateway/payment terminal, personal data shall also include payment card identification data necessary for the electronic payment transaction via the client's (ordering person's) payment card to the extent required by the external payment gateway/payment terminal operator.

In the event of a claim/withdrawal from the contract, the personal data provided may also include the client's (ordering person's) bank account number for the purpose of any automatic transfer of funds into his/her account.

If the requested data is not provided, the requested stay or service will not be arranged and provided. The client (ordering person) is responsible for the accuracy and truthfulness of the personal data provided. If someone orders a service on behalf of third parties, by submitting the order, the person confirms that he/she is authorised to provide the personal data of these persons specified in the order for the purpose of providing the services.

All of the above personal data shall be processed by the accommodation provider for the purpose of providing the services offered; meeting legal obligations (particularly in the area of accounting and taxes); fulfilling obligations necessary to ensure the protection of the rights and legal claims of the company; recording local holiday fees and transmitting them to the competent authority. If the client is not a citizen of the Czech Republic, the accommodation provider shall be obliged to keep the personal data of the client in records for the alien and border police department and to make them available in accordance with obligations (to the scope of data required by applicable legislation).

Personal data shall be processed by Kristýna, a.s., solely and exclusively for the purpose of providing services according to the contract or order. The personal data provided is accessible to the employees of the accommodation provider (receptionists, accountants, managers) and external processors (webmaster, external accountants, accommodation software administrator, entities providing cashless payment via payment terminals and gateways, internet connection provider, etc.). Data processing contracts (or other types of contracts dealing with the handling of personal data) are concluded with external processors, and employees are obliged to maintain confidentiality of the client's personal data, even after the termination of their employment. Personal data are processed automatically and manually, in electronic and paper form, to the extent and for the purpose indicated. With regard to the applicable legislation, the accommodation provider is entitled to process and collect the personal data provided for the duration of the contractual relationship with the client (ordering person) and for a further 5 years starting from the end of the accounting period in which the contractual relationship ends (this is necessary primarily due to the requirements of Act No. 563/1991 Coll. on Accounting, Act No. 278/2019 Coll. on Local Fees, and Act No. 278/2019 Coll. on the Residence of Foreigners).

If the accommodation provider requests personal data other than the above mentioned mandatory personal data and does not state that it is mandatory data and does not specify a reason (e.g. a legal obligation), such data shall be deemed to have been provided voluntarily for the purpose of fulfilling the order or other contractual relationship. At the same time,

listed in the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section B, File 203

Company ID No.: 44568657, Reception phone No.: +420 603 867 576

e-mail: recepce@kemp-kristyna.cz www.kemp-kristyna.cz



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Kristýna

Kristýna Holiday Resort

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the accommodation provider hereby informs you that if you provide your e-mail contact details, it will use them together with your first name and surname in the future (on the grounds of a legitimate interest) for its marketing purposes, for the purpose of further offers of accommodation, and for the possibility of using other services through which the accommodation provider offers participation in other organised events. In view of this notice, the accommodation provider does not need to receive consent from you.

If interested, the accommodation provider's clients may request information on what personal data is processed, request a copy of the processed personal data and request the deletion of such personal data. Clients may ask the accommodation provider for such information in writing at management@kemp-kristyna.cz, and the data controller shall be obliged to comply with the client's request within 30 days.

Final Provision

- The General Terms and Conditions come into force on 1 April 2022.

