

# General Business Terms and Conditions

## 1. Introductory Provisions

The General Business Terms and Conditions (hereinafter referred to as the "GTC") of the commercial company **S.M.K., a.s.**, with its registered office at **Skalní Mlýn 96, 678 01 Blansko**, ID No.: **49432036**, registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 1081 (hereinafter referred to as the "Provider"), regulate the general rights and obligations between the Provider and a natural or legal person ordering services from the Provider (hereinafter referred to as the "Client").

### **Provider's establishment to which these GTC apply:**

Hotel Skalní Mlýn, Skalní Mlýn 96, 678 01 Blansko

<https://www.skalnimlyn.cz/>

(hereinafter referred to as "HSM")

The GTC apply to legal relations between the Client and the Provider in the provision of services and to other legal relations derived from these relations. By using the services, the Client agrees to these GTC and undertakes to comply with them.

The GTC, as well as the legal relations between the Provider and the Client, are governed by the generally binding legal regulations of the Czech Republic, in particular **Act No. 89/2012 Coll., the Civil Code**, as amended. If the Client is a consumer, these legal relations are also governed by **Act No. 634/1992 Coll., on Consumer Protection**, as amended.

## 2. Definition of Terms

2.1. **Client** – A person who makes a reservation by any of the methods listed in Section 3 of these GTC. The Client may differ from the Guest.

2.2. **Guest** – A person who is the final recipient of the reserved stay and/or services of the Provider (hereinafter referred to as the "Guest"). If the Client is also the Guest, they are referred to only as the Client.

2.3. **Reservation System** – The reservation system operated by the Provider, particularly on the website [www.skalnimlyn.cz](https://www.skalnimlyn.cz/) (hereinafter referred to as the "System"), which allows online booking of stays and/or services offered by the Provider based on current availability.

2.4. **Individual Reservation** – Applies to reservations of **1 to 10 rooms** and only for accommodation-related services. These reservations are handled by the Provider's reception.

2.5. **Group Reservation** – Applies to reservations of **11 or more rooms** or groups requiring additional services (e.g., catering, conference room bookings, event space rental, conference equipment rental, team-building activities, etc.). These reservations are managed by the Provider's sales department.

### 3. Reservation Conditions

The Client orders individual services from the Provider by sending an email to the following addresses:

- For **individual reservations**: [hotel@skalnimlyn.cz](mailto:hotel@skalnimlyn.cz)
- For **group reservations**: [info@skalnimlyn.cz](mailto:info@skalnimlyn.cz)
- For stays at Hotel Skalní Mlýn, also via the Provider's **Reservation System**: [www.skalnimlyn.cz](http://www.skalnimlyn.cz)

#### 3.1. Individual Reservations

- The Client receives a **Preliminary Reservation Confirmation**, which is an offer issued by the Provider and does not entitle the Client to use the offered stays and/or services.
- The Preliminary Reservation Confirmation includes details about the Client (name, surname, email), Guest(s) (name, surname, date of birth), reserved stay and/or services (duration, date, type of stay, hotel name, room category, option deadline, payment and cancellation terms).
- The Client is obliged to verify the accuracy of the provided details. The validity of the Preliminary Reservation Confirmation expires after the option period stated in it.

#### 3.2. Group Reservations

- The Client receives a **Preliminary Reservation Confirmation** in the form of a **Price Offer**, which does not entitle the Client to use the offered stays or services.
- The Provider may set an option period during which the conditions in the Price Offer apply. After this period, the Provider may cancel the reservation without stating a reason.

#### 3.3. Confirmation of Preliminary Reservation/Price Offer

- The Client's approval of the Preliminary Reservation/Price Offer constitutes a proposal to conclude a **Contract for the Sale of Services**.

#### 3.4. Binding Individual Reservation Confirmation ("Contract")

- Issued by the Provider, it entitles the Client to use the reserved stays and/or services, subject to payment conditions.
- The Contract includes details about the Client, Guest(s), reserved stay/services, total price, and payment information.
- The Client must verify all details and report discrepancies immediately to [hotel@skalnimlyn.cz](mailto:hotel@skalnimlyn.cz).

### 3.5. Binding Group Reservation Confirmation ("Contract")

- Similar to individual reservations but managed by the sales department ([info@skalnimlyn.cz](mailto:info@skalnimlyn.cz)).

### 3.6. Rights and Obligations

- Unspecified rights and obligations are governed by these GTC and the Provider's price list.
- If the Client breaches the Contract or GTC, the Provider may terminate the Contract without notice.

## 4. Payment Conditions

### 4.1. Deposit

- The Provider may require a deposit (any amount) upon binding reservation.
- If unpaid by the due date, the Provider may cancel the Contract.

### 4.2. Individual Reservation Deposit

- **Credit card guarantee** (card number and expiry date required). Storno fees may be charged to the card.
- **100% prepayment** may be required for special offers (Easter, Christmas, New Year's Eve, etc.).
- Third-party bookings follow the respective platform's terms.
- Payment via employer or gift voucher must be arranged directly with the Provider.

### 4.3. Group Reservation Deposit

- **30% deposit** due within **14 days** of Contract signing.
- **50% deposit** due **30 days** before arrival.
- Final payment (remaining balance + actual consumption) invoiced post-departure, due within **14 days**.

### 4.4. Taxes & Fees

- **City tax:** 20 CZK/person/night (added to the total price).
- The Provider may adjust prices due to tax/fee changes.

### 4.5. Payment Methods

- Cash (CZK), credit/debit cards (Visa, MasterCard, Maestro, Amex).
- No currency exchange service; refunds are issued in CZK.

## 4.6. Payment Options

- Online via secure payment gateway.
- Bank transfer to **Česká spořitelna a.s., Account No. 1362297379/0800** (include variable symbol).
- On-site at HSM reception (cash/card).

## 5. Cancellation Policy

### 5.1. Individual Reservations

- **100% prepayment:**
  - **100% storno fee** for discounted/special-date bookings.
  - **50% storno fee** for standard bookings if canceled  $\leq 14$  days before arrival.
- **No-show or cancellation  $\leq 1$  day before arrival: 100% fee.**
- **Cancellation  $\geq 15$  days before arrival: Free.**
- **Gift vouchers: 100% storno fee.**
- Third-party bookings follow the respective platform's terms.

### 5.2. Group Reservations

- **Cancellation of entire event:**
  - $\geq 30$  days before: **30% of total price.**
  - 4–29 days before: **80% of total price.**
  - $\leq 3$  days before/on arrival day: **100% of total price.**
- **Partial cancellation (reduced services/number of guests):**
  - $\geq 30$  days before: Up to **30%** of total price can be canceled free of charge.
  - 4–29 days before: Up to **20%** of total price can be canceled free of charge.
  - $\leq 3$  days before/on arrival day: **100% fee.**

### 5.3. Refund

In the event of cancellation, the client has the right to a refund according to the above cancellation conditions. The payment will be refunded by the provider to the account from which the payment was sent, within 14 days from the date of delivery of the cancellation. In the event of a request for a refund to another account, the client must request this exclusively in writing to the e-mail: [info@skalnimlyn.cz](mailto:info@skalnimlyn.cz)

## 6. Use of Reserved Rooms

- **Check-in:** From **14:00** on arrival day.
- **Check-out:** By **10:00** on departure day.
- **Late check-out: 500 CZK/hour** if the room is not vacated on time.
- If the room is needed for another guest, the Provider may remove the Guest's belongings (with a two-person witness).

## 7. Arrival

- Guests must present **ID** and confirm personal details/duration of stay by signing the registration card.
- **Minors (<18 years):** Only allowed if accompanied by an adult.
- **Intoxicated Guests:** The Provider may deny entry/services.
- **Room key loss: 300 CZK fee.**

## 8. Guest Rights & Obligations

### Rights:

- Use the reserved room and common areas.
- Complain about service deficiencies immediately.
- If the Provider cannot fulfill the Contract (e.g., overbooking), they must:
  - Arrange equivalent accommodation elsewhere (at their expense).
  - Provide free transfer to/from the alternative accommodation.

### Obligations:

- Pay the agreed price.
- Maintain cleanliness and protect hotel property.
- Report damages caused by the Guest or their companions.
- Avoid excessive noise (**22:00–07:00**).
- Close windows/doors and turn off taps when leaving the room.
- Return the room key at check-out and settle payments.
- Allow staff access for cleaning/maintenance.

### Prohibited Without Consent:

- Rearranging furniture/equipment.
- Removing hotel property.
- Using personal appliances (except small hygiene/office devices).
- Subletting the room.
- Receiving visitors in rooms (**08:00–22:00 only**; must be announced to reception).
- Bringing weapons, explosives, drugs, or illegal substances.
- Smoking indoors or using open flames/pyrotechnics.

## 9. Safety & Guest Liability for Damages

- Guests must follow safety rules and the evacuation plan.
- The Guest is liable for damages caused to the Provider's property and must pay before departure.

## 10. Provider's Liability for Damages

- The Provider is only liable for damages **proven to be caused by them** (not by third parties or force majeure).
- Liability for lost items follows **§ 2945 et seq. of the Civil Code (Act No. 89/2012 Coll.)**.
- Claims must be reported **immediately** (or within **15 days** of discovery).
- **Excluded:** Damage to parked vehicles, vandalism, or acts by other guests/third parties.

## 11. Liability for Guest Property

- The Provider is **not responsible** for valuables left in rooms (cash, jewelry, electronics, etc.).
- Luggage storage is available at reception (by prior arrangement).
- Lost items are stored for **1 month** before disposal.

## 12. Free WiFi

- Guests must comply with laws (no illegal downloads, spamming, viruses, etc.).
- The Provider does not guarantee uninterrupted connectivity.

## 13. Food Handling

- Bringing outside food/drinks into public areas is **prohibited**.
- Breakfast is only allowed in designated areas (restaurant/terrace).
- Cooking in rooms is **not permitted**.

## 14. Pets

- **Not allowed**, except for **assistance dogs** (with valid certification and ZTP/P disability card).
- If permitted, the Guest is fully liable for any damages caused by the pet.

## 15. Personal Data Protection

- Processed in compliance with **EU GDPR (Regulation 2016/679)**.
- Collected data: Name, surname, address, date of birth (from ID/passport), including number
- Guests have the right to access, correct, or delete their data.

- Complaints may be filed with the **Czech Office for Personal Data Protection** ([www.uoou.cz](http://www.uoou.cz)).

## **16. Gift Vouchers**

- Non-refundable and valid only for specified services/dates.
- Must be issued by the Provider (with a numeric code).
- The Client must inform the Provider **in writing** before booking.

## **17. Reception Service**

- Open daily **08:00–20:00**.

## **18. Cleaning Services**

- Rooms are cleaned daily for stays  $\geq 2$  nights.
- Staff may enter after **11:00**, even if the "Do Not Disturb" sign is displayed.

## **19. Final Provisions**

- The Provider reserves the right to amend the GTC (effective upon posting on [www.skalnimlyn.cz](http://www.skalnimlyn.cz)).
- Unspecified matters are governed by Czech law and the hotel's internal regulations.

**These GTC take effect on April 7, 2025.**

**Zdeněk Kozman, Director of the Company**