

General Terms and Conditions of the Contract

The General Terms and Conditions of the State Medical Spa Janské Lázně, state enterprise, (hereinafter referred to as the Spa) regulate the mutual contractual relation between the State Medical Spa Janské Lázně, state enterprise, and the client - a natural person who, as an ordering party, orders a stay at the Spa (hereinafter referred to as the Client).

I Order of stay, formation of a contractual relation

The Client orders a stay at the Spa by a written order delivered to the Spa by mail, fax, e-mail or personally.

The essential particulars forming a duly issued order are as follows:

- the name and surname of the Client, date of birth, permanent address, contact data (telephone number, or e-mail)
- the name of stay (the extent of accommodation, catering and medical services if the services are ordered individually), number of persons, term of stay, length of stay, place (hotel or boarding house) and the category (room)

If a resident orders a stay for a foreigner, the Client is obliged to inform of this fact. After the order has been duly issued and submitted, the Client is bound by the order. Confirmation of the order by the Spa forms a contract between the Client and the Spa. The Spa undertakes to provide the Client with the confirmed extent and quality of the services, whereas the Client undertakes to pay to the Spa the price agreed upon. The terms and conditions of the contractual relation apply to all persons mentioned in the order submitted by the Client and confirmed by the Spa.

II The rights and obligations of the Client

The Client has the right:

- to be sufficiently and fully informed by the Spa about the ordered services. i.e. about their extent, date and price
- to be duly provided with the ordered services confirmed by the Spa and paid for in advance
- to cancel the confirmed order anytime before the commencement of the stay provided that the cancellation terms are met according to Art. No VII.
- to complain about the quality of the provided services, which must be executed in a written form and submitted by the Client to the reception office without undue delay. The complaint must contain the Client's name and surname, address and the reason for the complaint. The right becomes extinguished if the complaint is not filed within 30 days after the termination of the stay. The Spa shall settle the complaint without undue delay no later than 30 days from the day of its delivery.

The Client is obliged:

- to effectively and properly state all essential particulars of the order
- to pay to the Spa the full price for the stay in advance by the required date
- to respect the rules of the facility whose services the Client uses
- to carefully check the confirmation of the stay issued by the Spa and to contact
- the Spa without undue delay in case of any discovered discrepancy.

III The obligations of the Spa towards the Client

The Spa is obliged:

- to provide the Client with important information concerning the stay
- to confirm for the Client the duly ordered stay and to provide the Client with written information concerning the commencement of the stay

- to provide the Client with the services in the confirmed extent and quality
- in case of the Client's withdrawal from the confirmed order of stay, to pay out the advance paid for the stay or, if cancellation fees arise, the difference between the paid advance and the respective cancellation fees no later than 14 days after the written cancellation has been received

A part of the services provided by the Spa is not provision of medical care to the Client as a result of an injury or sudden disease in the course of the client's stay, except for provision or arrangement of necessary aid to the Client who is in danger of his/her life or shows signs of a serious health disorder (see Art 9 (4) (b) of Act No. 20/1966 Coll.) Nevertheless, the Spa will also provide advice or assistance to the Client with seeking medical attention in the case of less serious health disorder.

The admission to the rehabilitation swimming pool for a period of 2 hours a day (on Monday - Friday from 4.00 p.m. to 9.00 p.m. and on Saturday, Sunday, holidays from 1.00 p.m. to 9.00 p.m.) is a service provided to the clients for free, i.e. it is not included in the basic price of stay. Failure to provide this service does not entitle the Client to any compensation made by the Spa. The Spa hereby reserves the right to close the swimming pool for operational reasons.

IV Prices of services and method of their payment

Prices for the services provided by the Spa are quoted in the catalogue "Medical Spa and Recondition Stays for Self-paying Patients", in special offer lists or price lists. In the case of collision of the prices quoted in various public documents, the current price quoted on the Spa's website takes priority.

The Client shall pay 100 % of the stay price. The amount must be paid no later than 30 days before the commencement of stay unless otherwise stated in the confirmation of stay provided by the Spa for a certain period (e.g. New Year's Eve stay). If a stay is ordered in a period of 30 days and less before the commencement of stay, the Client shall be informed of a method of payment for the stay in the confirmation of the stay, or when submitting the order of the stay.

The Client shall make a payment for the ordered services on the basis of an advance invoice by bank transfer or by a cash deposit to the Spa account at

KB Trutnov, account No: 107-3460830287/0100 (CZ)

ČSOB Trutnov, account No: CZ9003000000000266649528 (EUR)

When making a payment, you have to state the advance invoice number as a VARIABLE SYMBOL.

If the deposit on a stay is not paid on the day set by the stay confirmation, the Spa is entitled to withdraw from the confirmed order. The obligation to make a written cancellation of the ordered services does not become extinguished by failing to pay the deposit. Payment of the deposit means crediting the payment to the Spa account.

In the case that due to the time reasons it is not possible to pay for the stay in advance and the Client pays for the stay on site (by payment card or in cash), based on the agreement made during the reservation, the payment for the stay must be made at the hotel reception before the first service is provided by the Spa.

V Confirmation of a stay order

The confirmation of a stay order issued by the Spa in a form of a written Voucher entitles the Client to use the services paid for. The confirmation of a stay order received by the Client contains the following information: the Client's name and surname, period of stay, the name of stay and accommodation facilities, room category, number of persons, list of the ordered services, price and date of payment. Together with

the confirmation of the stay order, the Client shall also receive general written information concerning his/her stay. The Client is obliged to make sure that the stated information is correct. If any discrepancy is found, feel free to contact without undue delay the worker in the Spa reception office, who issued the confirmation.

VI Arrival for the stay

After the arrival the Client will prove his/her identity by his/her ID card and by the confirmation of the stay at the reception of the Spa accommodation facility. After the stated formalities have been completed, the reception attendant will accommodate the Client and provide him/her with additional information concerning the stay.

VII Cancellation policy

The Client has the right to cancel a stay at any time, i.e. cancel a confirmed order. This cancellation by the Client (hereinafter referred to as the cancellation) must be done in writing with proof that it was received by the Spa. The Spa is entitled to a cancellation fee based on the length of stay between the date of cancellation and the first day of the confirmed stay.

Cancellation fees are based on the total amount, i.e. the confirmed price of the stay, as follows:

Cancelling a contracted stay:	Amount of the cancellation fee:
30 days or more	no cancellation fee
29 – 21 days	5% of the price of the stay
20 – 14 days	10% of the price of the stay
13 – 7 days	20% of the price of the stay
6 – 3 days	50% of the price of the stay
2 – 0 failure to arrive without prior cancellation	90% of the price of the stay

The date of cancellation is the date when the written cancellation was actually received by the Spa and is included in the above number of days used to calculate the cancellation fee; the first day of stay is not included in this number of days. In the event of a cancelled order, the Spa will finalize the bill within 14 days and return the deposit made with any cancellation fee deducted from the amount. Cancellation fees will not be charged in the event the Client was prevented from staying at the Spa because of the following circumstances – a sudden illness or an injury that makes it impossible for the client to arrive at the agreed time substantiated by a medical certificate, natural disaster, or death of a family member (parent, spouse, child), sending a replacement client for a given date.

If for any reason the Client does not make use of any contractually paid services (late arrival, early departure, non-use of certain services, etc.), he or she is not entitled to any compensation, which also applies to not using services based on the recommendation of the Spa doctor (contraindications, current health condition, etc.)

In the event of a cancellation by one person in a double room 14 days and more in advance, the remaining person must pay a surcharge for a single room. The right of the Spa for cancellation of the cancelled person remains unaffected.

VIII Information for consumers about out-of-court settlement of disputes

The Spa hereby informs its clients who are users within the meaning of provision of Art. 14 of Act No. 634/1992 Coll., Consumer Protection Act, that the material competent subject for out-of-court settlement of disputes in relation to services or products provided by the Spa is the Czech Trade Inspection Authority, website: adr.coi.cz.

Further, in accordance with the Regulation (EU) No. 524/2013 of the European Parliament and of the Council, on online dispute resolution for consumer disputes, the Spa informs its clients, who are consumers, that if an agreement is concluded online, the consumer may use the platform for online dispute resolution, which has been set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

IX Final Provisions

The General Terms and Conditions come into force on 7 February 2012. Any changes and amendments to these Terms and Conditions may be individually modified between the Spa and the Client only in a written form. The provided personal data of the Client stated in an order of stay shall be used by the Spa only for a contract being concluded between the Spa and the Client.