



General Terms and Conditions for the customers of Hotel Centrum services

I. Basic provisions

1. These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "Civil Code").

Hotel Centrum

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(hereinafter referred to as "provider" or Hotel Centrum)

2. These Terms and Conditions govern the mutual rights and obligations of the Seller and a natural person who enters a purchase contract outside of his/her business activity as a consumer or within the scope of his/her business activity (hereinafter referred to as: "Client") in one of the ways in Article II of these Terms and Conditions.
3. The provisions of the Terms and Conditions are an integral part of the Purchase Contract. Any deviating provisions in the Purchase Agreement shall prevail over the provisions of these Terms and Conditions.
4. These Terms and Conditions and the Purchase Agreement are concluded in the Czech language.
5. Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016, General Data Protection Regulation is hereinafter referred to as: the "Regulation".

II. Ordering stays at Hotel Centrum

1. It is possible to order services in the Hotel Centrum facilities:

- a) In writing by email or by post
- b) By telephone
- c) Using the booking system on the website www.hotelcentrumhranice.cz
- d) Using a third-party booking portal

2. Reservation is binding. For the scope of the contractually agreed services and prices, the schedule of services in the booking confirmation is binding.



III. Binding reservation

1. Binding reservation means the obligation of Hotel Centrum to provide the service to the client within the agreed time frame and the obligation of the client to use the service in its entirety. If the client does not use the service in its entirety, the client undertakes to pay a cancellation fee according to the cancellation conditions (see below).
2. In case of a binding reservation, the accommodation provider may require the guest to pay a deposit of up to 100% of the total price in advance.
3. Cancellation fees represent compensation for damages caused to the accommodation provider in case of cancellation of a binding reservation by the client and amount to:
 - a) For bookings up to 20.000,- CZK or equivalent in foreign currency within 1 day 0% and within 1 day or less 100% of the booking price
 - b) For reservations over CZK 20,000 or equivalent in foreign currency within 14 days to the start of the stay 0%, within 14 to 7 days to the start of the stay 50% and within 7 days or less to the start of the stay 100% of the reservation price.
 - c) Individual terms and conditions can be agreed upon in the case of a contract between the client and Hotel Centrum..
 - d) The accommodation provider will refund the deposit less the cancellation fee to the guest within 7 days after the written notification of the guest about the cancellation of the binding reservation.

IV. Payment terms

1. The price of the stay can be paid by the client:
 - a) Before arrival via the GoPay payment gateway available from the link sent by email or as a reservation payment on the website www.hotelcentrumhranice.cz
 - b) Before arrival by transfer to Hotel Centrum account No. 107-6378690207/0100. The guest shall present the payment confirmation at the check-in at the reception or send it in advance to the email recepce@hotelcetrumhranice.cz.
 - c) On arrival at the reception in cash or by credit card.
 - d) After the stay by transfer to Hotel Centrum account No. 107-6378690207/0100 in case of contractual accommodation.
2. The prices do not include the local tax, which is levied in the amount set by a generally binding decree of the relevant municipal authority.

V. Check-in

Upon check-in, the client shall present their ID card, passport or other identification and confirmation of stay at the hotel reception. After completing the formalities, the reception will hand over the room keycard and provide the client with further information about the stay.



VI. Rights and obligations of the client

1. By concluding the accommodation contract, the client acquires the right to the normal use of the rented premises, the facilities of the Hotel Centrum, which the guests may use normally and without special conditions, and the normal service. The client must exercise their rights in accordance with the house rules.
2. The client has the right to complain about any deficiencies in the services provided. The client is obliged to make the complaint in good time, without undue delay, so that a remedy can be arranged, preferably on the spot. On-the-spot application will allow the defect to be rectified immediately, whereas the delay in time will make it more difficult to assess the complaint and to deal with it properly.
3. The client is obliged, at the latest at the time of departure, to pay the agreed price, including any additional services ordered by the client himself or the guests accompanying him, including the statutory value added tax.
4. The client shall be liable to the accommodation provider for any damage caused by himself or a guest or other persons who use the services of the accommodation provider with the knowledge or at the will of the client.

VII. Rights and obligations of the accommodation provider

1. The accommodation provider may provide the client or guests with adequate alternative accommodation (of the same quality) if this is acceptable to the contractual partner, especially if the difference in accommodation is insignificant and factually justified. Substantially justified is defined as a situation where the premises(s) have become unusable, where the guests who have just stayed extend their stay, where an excessive number of bookings have been made or other important operational measures have been taken. Any extra costs for alternative accommodation are the responsibility of the accommodation provider.
2. The accommodation provider has the right to charge for its services at any time or to charge them on an ongoing basis.
3. The accommodation provider is obliged to provide the agreed services to the extent of its standard.

VIII. Withdrawal from the contract by the client

Cancellation of the contract by the client is possible and is subject to the Hotel Centrum's right to payment of the cancellation fee according to Article II of these conditions.

IX. Gift vouchers

Purchased gift vouchers are non-refundable. They are valid only for the duration stated on the voucher (maximum 1 year).



X.Changes to services

- 1.The services offered in the Hotel Centrum facilities may change during the year. The client is obliged to follow the current offer of services.
- 2.The accommodation provider does not provide any financial compensation for unused services and for changes in the services ordered during the stay (accommodation, meals, wellness services).

XI.Protection of personal data - general provisions

- 1.The subject of these terms and conditions is to ensure the processing of personal data of customers obtained in the course of Hotel Centrum's business activities and to establish the obligation to maintain confidentiality of such information obtained, to the extent and under the conditions set out in these terms and conditions.
- 2.Hotel Centrum undertakes to process the personal data of customers in accordance with these terms and conditions. These terms and conditions are made within the scope of the rights and obligations arising from the relevant legislation when processing personal data pursuant to the preceding paragraph, in particular Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation ("the Regulation").

XII.Protection of personal data - rights, obligations, confidentiality

- 1.Hotel Centrum undertakes to take such technical, personnel and other necessary measures to prevent unauthorized or accidental access to, alteration, destruction or loss of personal data, unauthorized transmissions, other unauthorized processing, or other misuse of personal data.
- 2.In connection with the provision of accommodation services, the Hotel is obliged to process the personal data of guests. These data are handled by:
 - a. The receptionist of the Hotel
 - b. The hotel manager
 - c. Hotel manager
 - d. Restaurant staff
 - e. Accountant
 - f. Marketing Specialist

The above-mentioned users have been instructed on the sensitivity of personal data. They handle the personal data of the guests only within the scope of the



services provided by the provider. Neither Hotel Centrum nor its employees pass on guests' personal data to other entities.

3. The practitioners of guests' personal data are:

Better Hotel System
Accounting firm
Marketing companies managing PPC
Google Inc.

The terms of processing and handling of guests' personal data are regulated in the processing agreement between Hotel Centrum and one of the mentioned practitioners.

XIII. Personal data protection - DPO, Trustee

The DPO of Hotel Centrum is Ing. Vojtěch Kulička. The Provider has provided the DPO with the training necessary to perform the function of the DPO in accordance with the Regulation.

XIV. Personal data protection - reasons for processing personal data

1. Legal obligation. This obligation is governed by the Act on the Residence of Foreigners in the Czech Republic (326/1999) and the Act on Local Fees (565/1990). According to this legislation, the hotel is obliged to keep personal data on customers for 6 years.

The client has the right to ask the hotel for an overview of their personal data at any time. This information is stored in (i) the guest card in the hotel system, (ii) the housekeeping book and (iii) the registration book in electronic form secured by a complex password. In the event of a request for deletion of personal data, the Hotel will delete the guest card and the data in the register and housekeeping book. However, Hotel Centrum must comply with the above laws. The personal data listed above can only be deleted after the legal deadline has passed.

2. Processing of personal data for the performance of a contract pursuant to Article 6(1)(b) GDPR: Accommodation contract, booking via the online booking system and booking confirmed by email or telephone. Personal data stored: name, surname, email and/or telephone.

The client has the right to ask Hotel Centrum for an overview of his/her personal data or for a correction at any time. The data is stored for a period of 6 years and can be completely deleted at the request of the data subject at any time after the end of the contract or reservation. This data is stored electronically in the cloud service of the hotel information system provider Better Hotel and on the PC of the marketing officer, which can only be accessed by an authorized person.



We may also process this personal data for legitimate interest purposes pursuant to Article 6(1)(f) GDPR and may be used for direct marketing purposes, e.g.:

3. Processing of personal data to implement pre-contractual measures at the request of the data subject:

offer of accommodation

personal data: name, surname, email

A request is considered to be a request for an offer of accommodation sent to our email or by filling in the enquiry form on the website www.hotelcentrumhranice.cz or by telephone. The customer has the right to request the hotel to review, correct or delete their personal data at any time. These data are stored electronically on the PC of the receptionist and marketing staff, which can only be accessed by an authorized person. They are stored for a period of 6 years and can be completely erased at any time at the request of the data subject.

4. Processing of personal data based on the consent of the data subject:

pursuant to Article 6(1)(a) GDPR in conjunction with Section 7(2) of Act No. 480/2004 Coll.

Newsletter

Personal data: name, surname and email.

Subscription to the newsletter is voluntary and revocable at any time. The provision of personal data is not necessary for the provision of hotel services. The personal data is stored in electronic form in the cloud service of the hotel information system provider Better Hotel and on the PC of the marketing officer, which can only be accessed by an authorized person. For this purpose, personal data may be processed until consent is withdrawn. The customer has the right to ask the provider for an overview of their personal data, correction or deletion at any time.

Loyalty system

personal data: name and surname, email, date of birth, address

Membership in the loyalty program is voluntary and revocable at any time by sending an email to the provider's email address. For this purpose, personal data may be processed until consent is withdrawn. The provision of personal data is not necessary for the provision of hotel services. The personal data is stored electronically in the cloud service of the Better Hotel information system provider and on the PC of the marketing employee, which can only be accessed by an authorized person. The customer has the right to request the hotel to review, correct or delete their personal data at any time.

Website hotelcentrumhranice.cz:

We use the following types of cookies on the Hotel Centrum website:

Functional cookies - they are necessary for the optimal functioning of the website.

Analytical cookies - they help us measure e.g. website traffic and other statistics.



We use the following:

Google Analytics and Google AdWords, a web analytics and advertising service provided by Google Inc. ("Google"). The information provided by the cookie about your use of this website is usually transferred to a Google server in the USA and stored there. For more information, please visit <https://www.google.com/intl/cs/policies/technologies/cookies/>.

Sklik - our website uses retargeting technologies from Sklik, a service operated by Seznam.cz, a.s. This allows us to show visitors who have already expressed interest in our products, our ads in the advertising network of Seznam.cz, a.s. Sklik retargeting does not involve the processing of personal data.

Facebook pixel

XV. Processing of personal data - Technical and organizational security of personal data protection

1. The Hotel Centrum undertakes to ensure the technical and organizational protection of the personal data processed so that unauthorized or accidental access to the data, their alteration, destruction or loss, unauthorized transfers, other unauthorized processing as well as other misuse cannot occur and that all obligations of the data controller arising from legal regulations, in particular the Regulation, are ensured by personnel and organization at all times during the processing of the data.
2. Hotel Centrum undertakes to ensure that the processing of data is secured in particular in the following way:
 - a) Only authorized persons of Hotel Centrum who are familiar with how to process guests' personal data securely will have access to personal data.
 - b) Personal data will be processed on the premises of Hotel Centrum, to which only authorized persons or its contractors (subcontractors) bound by the same obligations will have access.
 - c) Hotel Centrum will prevent the unauthorized reading, creation, copying, transmission, modification or deletion of records containing personal data.
 - d) Take measures to identify and verify to whom the personal data have been transmitted, processed, altered or deleted.
3. The Hotel Centre undertakes to ensure, through its own internal regulations or specific contractual arrangements, that its employees and other persons who will process personal data will do so only under the conditions and to the extent specified by the Hotel Centrum and in accordance with the Hotel Centrum's instructions. In particular, they will themselves (and will also bind such persons named) maintain the confidentiality of personal data and security measures, the disclosure of which would compromise the security of personal data, even after termination of employment or relevant work with Hotel Centrum.

XVI. Processing of personal data - CCTV system



Hotel Centrum uses a camera system to prevent the protection of its clients, its own and their property. The Hotel declares that it does not work with the recordings in any way, does not provide them to third parties or entities. Places that are monitored are visibly marked with a sign.

XVII. Processing of personal data - Your rights

Under the conditions set out in GDPR, you have:

- 1.the right to access your personal data in accordance with Article 15 of the GDPR,
- 2.the right to rectification of your personal data pursuant to Article 16 GDPR or restriction of processing pursuant to Article 18 GDPR,
- 3.the right to erasure of personal data under Article 17 GDPR,
- 4.the right to object to processing pursuant to Article 21 GDPR,
- 5.the right to data portability pursuant to Article 20 GDPR,
- 6.the right to withdraw consent to processing in writing or electronically to the address or email of the controller set out in Article III of these terms and conditions.

You also have the right to lodge a complaint with the Data Protection Authority if you believe that your data protection rights have been violated.

If the Operator rejects a customer's request regarding data protection, it will inform the customer within one month of receipt of the relevant request and provide the reasons leading to the rejection of the request. In this case, the customer is entitled to lodge a complaint with the DPO and/or a petition with the competent court.

All information and acts within the meaning of Article XIV shall be provided and performed by the Operator free of charge, except in cases where the requests made are manifestly unfounded or excessive, in particular because they are repetitive, in which case the Operator shall be entitled either to claim reimbursement of the costs associated with the processing of the request or to refuse to comply with the request.

In the event of a personal data breach resulting in a high risk to the rights and freedoms of customers, the operator shall notify customers of the breach without undue delay.

XVIII. Final provisions

- 1.Amendments and additions to these terms and conditions may be individually regulated between the operator and the customer exclusively in writing.
- 2.The personal data provided by the client in the order of a stay shall only be used by the accommodation provider for the contractual relationship between the accommodation provider and the client.