TERMS AND CONDITIONS



INTRODUCTORY PROVISIONS

The accommodated clients are governed by the Czech legal order on the basis of Czech law and the Accommodation Rules of the Marcinčák Hotel. The accommodated guest accepts the Accommodation Rules as a contractual condition and is obligated to comply with its provisions.

Each guest is obligated to familiarise him-/herself with the Accommodation Rules, ignorance thereof will not be taken into account.

The Accommodation Rules are published on the Internet site of the Marcinčák Hotel and is also posted at the hotel's reception desk.

The Accommodation Rules are available for download here: Accommodation Rules.pdf

General Terms and Conditions (hereinafter referred to as 'Terms and Conditions') of Travel Wine, spol. s r.o. (Ltd. company) ID: 63496593, Klíny 2035/85, 615 00 Brno, facility: Hotel Marcinčák, K Vápence 69, 692 01 Mikulov, registered in the Commercial Register kept at the Municipal Court in Brno, Section C, Insert 22405, govern the mutual contractual relationship between Travel Wine, spol. s r.o. (Ltd. company), ID: 63496593, facility: Hotel Marcinčák, K Vápence 69,692 01 Mikulov, and a natural person who orders accommodation (hereinafter referred to as the 'Client').

ARTICLE I. - SUBJECT MATTER OF THE CONTRACTUAL RELATIONSHIP

These Terms and Conditions govern the rights and obligations of the contracting parties in the rental of hotel rooms for accommodation and other services of the hotel as individual services according to the individual request of the customer.

ARTICLE II. - CREATION OF THE CONTRACTUAL RELATIONSHIP

The contractual relationship between the Client and the Hotel is created upon the confirmation of the accommodation order by the hotel. The Hotel undertakes to provide the Client with a stay and to secure the services in the extent and of the quality agreed (hereinafter referred to as the 'stay'), and the Client is obligated to pay the Hotel the agreed price.

ARTICLE III. – ACCOMMODATION ORDER, PRICE, AND PAYMENT

- 3.1 Accommodation order
 - Via e-mail: recepce@hotelmarcincak.cz
 - In writing: Hotel Marcinčák, K Vápence 69, 692 01 Mikulov
- 3.2 The guest is obligated to pay the agreed contractual prices for the accommodation and other services used to the Hotel on the basis of the hotel price list.

The prices for the provided services are listed in the currently valid price lists, offer lists, or at www.hotelmarcincak.cz. Change of services and prices stated in the price list is reserved.

DISCOUNT TYPES

- Loyalty discount discount for regular guests
- Discount for long-term guests of min. a week
- Group discount

DISCOUNT GRANTING CRITERIA

The discount is provided from the basic price of the stay, which does not include additional services (extension with food, extension of the stay, etc.)

The discount cannot be applied retrospectively

The guest shall specify the discount type for which he/she is entitled to and which he/she is requesting when ordering accommodation.

Discounts do not apply to stays of children up to 15 years old.

3.3 The payment for the services ordered by the Client and confirmed by the Hotel shall be done by the Client in the form of an advance payment in the amount of 100%.

In case of binding reservation 7 days or less before arrival - payment through the payment gateway of our hotel.



PAYMENT METHODS

- For binding reservations 7 or more days before arrival payment possible by bank transfer to the account number: **210394829/0300 KB** in the Czech Republic (IBAN: CZ38 0300 0000 0002 1039 4829, SWIFT: CEKOCZPP). If you are paying in foreign currency (EUR) use SEPA payment.
- In case of binding reservation 7 days or less before arrival payment through the payment gateway of our hotel.
- Payment using a payment card (VISA, MAES, AMEX, EC/MC, JCB, DC).
- It is always necessary to state the variable symbol as your name, surname, date of stay in the payment.
- Confirmation of payments received is sent by e-mail.
- The Client's stay can be fully or partially paid for by the employer, or another organisation. In this case, the Client
 shall state this fact when ordering the stay and the stay shall be invoiced to the ordering party on the basis of the
 order.

ARTICLE IV. – FUNDAMENTAL RIGHTS AND OBLIGATIONS OF THE CLIENT

4.1 The Client's rights: a) the right to proper provision of services contracted and paid; b) the right to be informed about any changes in the contractually negotiated services; c) the right to withdraw from the agreement pursuant to Article VI at any time before the commencement of the stay or the access to the individual service; d) the right to claim defects.

4.2 The Client's obligations: a) to provide the Hotel with the assistance necessary for the proper security and service provision, above all to give true and complete information required in the order, incl. reporting any changes to such information; b) to notify the hotel without undue delay of his/her opinion on any changes in the Terms and Conditions of the agreed services; c) to accept the documents needed for the access to services and to arrive at the specified time to the given destination; d) in the event of withdrawal from the agreement, the customer is obligated to announce such withdrawal from the agreement to the Hotel and to pay the compensation according to the cancellation conditions.

ARTICLE V. - FUNDAMENTAL OBLIGATIONS OF THE HOTEL

a) to provide the Client with all the information necessary for the stay; b) to secure a stay for the Client on the basis of a confirmed order and in accordance with generally binding legal regulations; c) in the event of withdrawal from the concluded agreement by the Client, to pay the difference in the already paid stay and the relevant cancellation fees at the latest within 14 days after the receipt of a written cancellation.

ARTICLE VI. - WITHDRAWAL FROM THE AGREEMENT AND CANCELLATION CONDITIONS

The Client has the right to cancel the stay at any time, i.e. to withdraw from the agreement. The contractual relationship is cancelled and the participation is cancelled on the day when the Hotel is notified of the withdrawal (cancellation of the stay) in writing or in oral form. In this case, the Hotel has the right to charge severance/cancellation fees (a contractual penalty). The severance pay is payable immediately. After deducting the severance payment from the total cost of the stay, the customer shall be refunded the remainder of the amount paid.

CANCELLATION FEES

- 20–14 days prior to the commencement of the stay 60%
- 13–4 days prior to the commencement of the stay 80%
- \bullet $\,$ 3 days prior to the commencement of the stay or should you not arrive at all 100 %

In case of cancellation of one of the two persons in the confirmed order of stay in a double room, the Client is obligated to pay the surcharge for the unoccupied bed in the amount of the price of the second person's accommodation in the double room.

ARTICLE VII. - PERSONAL DATA USE

See separate document: Information on Personal Data Processing.pdf

ARTICLE VIII. – FINAL PROVISIONS

The General Terms and Conditions take effect on 1 August 2024 and shall cancel all the previously valid terms and conditions.

The contractual relationships that have been created prior to the entry into force of these Terms and Conditions shall remain in force and shall be governed by the terms and conditions in force at the time of their creation.