



## BUSINESS AND CANCELLATION CONDITIONS

1. Contractual relationship Mutual contractual relationship between the participants in the stay (hereinafter referred to as the customer) and the operator of the accommodation facilities, which is Benica s.r.o. (hereinafter referred to as the landlord) is governed by the provisions of the Civil and Commercial Code and is governed by these general conditions. The landlord reserves the right to state in its sales materials and other conditions and information that take precedence over these conditions. When creating a reservation, the customer consents to the processing of personal data to process the reservation and provide services to the landlord.

2. Prices and their changes Approximate prices of accommodation and any other services for citizens of the Czech Republic are listed in the presentation materials of the accommodation provider (websites, brochures, etc.). However, the price stated in the booking confirmation or invoice is binding for the customer.

3. Services, changes in agreed services and prices The scope of contractually agreed services and prices is binding in their voucher. The data in the presentation materials are informative and do not affect the content of the contract concluded between the customer and the landlord. The landlord is entitled in cases beyond his control (eg force majeure) to change the agreed conditions of stay. The landlord is obliged to notify the customer of such changes without undue delay, but no later than 7 days before the first service. If the customer does not agree with these changes, he is entitled to withdraw from the contract without undue delay. At the same time, they will receive a full refund of the stay. At the same time, the customer is not entitled to any further compensation.

4. Cancellation by the customer, change of reservation, substitutes The customer is entitled to withdraw from the contract with the landlord at any time before arrival. Cancellation of the stay requires a written form (an electronic form with a delivery note will suffice). Decisive for determining the time of cancellation of the stay is the date and time of delivery of the written notice (reading the email according to the delivery note).

Cancellation fees are charged for each participant upon cancellation:

Up to 30 days before arrival without cancellation fees

30 - 11 days before arrival 30% of the price of the ordered services

11 - 8 days before arrival 70% of the price of the ordered services

7 - 0 days before arrival 100% of the price of the ordered services

The landlord will not charge the customer the above cancellation fees if he could not use the agreed services for the following reasons: death in the family, hospitalization of the customer or a member of his family, serious illness, occupation order, natural disaster. The customer is obliged to prove the above facts in writing to the landlord no later than 3 days after their occurrence. If the customer withdraws from the contract for the above reasons, the landlord will only charge him for any costs actually incurred.



Billing and refund of the amount paid by the client reduced by the cancellation fees will be made by the landlord no later than 30 days from the notification of the cancellation.

5. Cancellation of the stay by the landlord The landlord is entitled to cancel the stay if the implementation of the stay is difficult or endangered, or if it suffers as a result of unforeseeable extraordinary circumstances that could not have been foreseen when concluding the contract (creation of a reservation). The landlord is obliged to notify the customer of the cancellation without undue delay, but no later than 7 days before the first service. In this case, the customer will receive the money for the agreed services immediately and without undue delay in full. At the same time, the customer is not entitled to any further compensation.

6. Complaints The customer is obliged to immediately notify his objections to the quality of services provided and requirements. In the event of a complaint, the customer is obliged to apply their claims for defects without undue delay directly during the stay so that they can be removed on the spot. If the complaint is not filed immediately, the customer's right to compensation for damages incurred later, which he could have prevented by timely filing, is reduced or terminated.

7. Insurance Customers are not insured during their stay.

8. Validity These "General Terms and Conditions" for Benica s.r.o. applies to participants staying at the hotel Atlas, Tyršova 2063, Benešov and hotel Benica, Ke Stadionu 2045, Benešov.

9. The consumer is entitled to address his complaint to the Czech Trade Inspection.

the Czech trade inspection

Central inspectorate - ADR department

Štěpánská 15

120 00 Prague 2

Email: [adr@coi.cz](mailto:adr@coi.cz)

Website: [adr.coi.cz](http://adr.coi.cz)

The Czech Trade Inspection is a supervisory authority supervising consumer protection, proceeding in accordance with Act No. 64/1986 Coll., on the Czech Trade Inspection, as amended, and other legal regulations. The website of the Czech Trade Inspection is [www.coi.cz](http://www.coi.cz).

a) in accordance with the provisions of § 1837 letter j) of the Civil Code, guests who are accommodated as consumers do not have the right to withdraw from the accommodation contract if the accommodation provider provides performance within the specified period.

b) designation of the member state or member states of the European Union, whose legal regulations will govern the relationship between the accommodated guest and the accommodation provider established by the accommodation contract: Czech Republic;

c) information on the language in which the accommodated guest will communicate with the accommodation provider for the duration of the accommodation contract and in which he will provide the accommodated guests with contractual terms and other information: Czech language;

They enter into force on 1.1.2024 and take effect when signed by the customer or by sending an electronic reservation from the website.

Benica s.r.o., Ke Stadionu 2045, 256 01 Benešov