

## I. INTRODUCTORY PROVISIONS

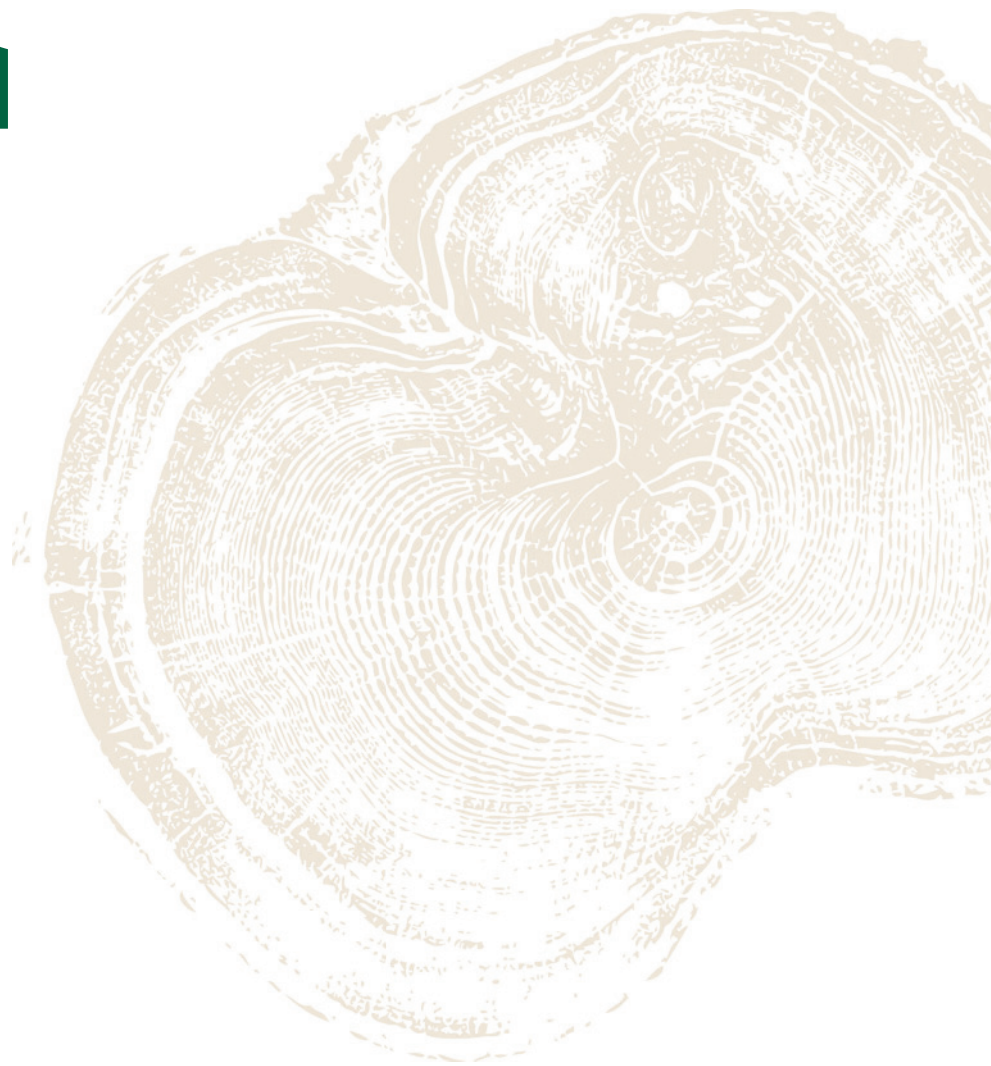
1. Mrs. Jana Borošová, IČ: 7555202578, non-payer of VAT, residing in Luční 25, 267 28, Halouny, (hereinafter referred to as the "Provider"), provides a stay in an apartment to a natural or legal person (hereinafter referred to as the "Client") , or the house (hereinafter referred to as "Services").
2. The Provider's relationship with the Client of the above services is governed by these General Terms and Conditions (hereinafter also "GTC" or "Conditions"), unless otherwise provided by special conditions for use of the Service or technical conditions of use of the Service, which are usually located on the website [www.zabookem.com](http://www.zabookem.com)
3. These conditions represent the provider's proposal for the conclusion of a contract in the sense of § 1731 of Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code") intended for the client. By entering the required registration data on the website [www.zabookem.com](http://www.zabookem.com) and accepting the conditions of providing services, the customer accepts the provider's proposal in accordance with § 1731 of the Civil Code, which concludes a service contract between the provider and the client in these terms (hereinafter "contract") .

## II. RESIDENCE ORDER, ESTABLISHMENT OF CONTRACTUAL RELATIONSHIP

1. The client orders services in a specific property by requesting a reservation, which he makes via the reservation interface on the website. The essentials establishing a duly issued order or reservation request are:
  1. name and surname of the client,
  2. address of permanent residence,
  3. telephone,
  4. e-mail,
  5. in the case of legal entities, business name, ID number, VAT number,
  6. term of drawing services.
2. The transferred personal data of the client stated in the order or reservation of stay serves only for the contractual relationship between the provider and the client and is governed by the principles of personal data processing, which are listed at: [www.zabookem.com/zasady-zpracovani-osobnich-udaju](http://www.zabookem.com/zasady-zpracovani-osobnich-udaju).
3. After a duly issued and submitted order or submitted binding reservation request, the client is bound by this document. By confirming the order or the request for a binding reservation by the provider (according to Article IV of these conditions), a contractual relationship is established between the client and the service provider. The Provider undertakes to provide the Client with services in the confirmed scope and quality and the Client to pay the Provider the agreed price. The conditions of the contractual relationship apply to all persons listed in the order / reservation request submitted by the client and confirmed by the provider.



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### **III. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

1. The client declares and guarantees that
  1. is fully competent to perform legal acts,
  2. has read the terms and conditions thoroughly before using the services, that he fully understands and agrees with these terms,
  3. will use the services only for the purpose for which they are intended,
  4. will not commit any illegal or unethical conduct in connection with the use of the Service.
2. The client is obliged to follow the instructions for using the property and safety instructions.
3. The client has the right to be sufficiently and completely informed by the provider about the ordered services, ie their scope, date and price, for the proper provision of services ordered by the provider (paid in advance), cancel the confirmed order / reservation request before the start of the stay provided compliance with the cancellation conditions in accordance with Article VII. and complain about defects in the services provided.
4. The client is obliged to fully and correctly state all the essentials of the order / reservation request, pay the provider the full price for the stay within the required period, respect the regulations of the facilities whose services he uses, carefully check the confirmation of stay issued by the provider (accommodation voucher) and any discrepancies, contact the provider immediately.
5. The Provider is obliged to provide the client with important information about the ordered services, to confirm to the client the duly ordered services and to provide the client with services in the confirmed scope and quality in the case of a binding reservation or confirmed order.
6. In the event of withdrawal from the confirmed service order / binding reservation by the client, the Provider is obliged to pay the advance payment for the services paid no later than 14 days after receiving the cancellation in writing. However, if the provider becomes entitled to cancellation fees, he will pay the client the difference between the deposit already paid and the relevant cancellation fees.

### **IV. PRICES OF SERVICES AND THEIR PAYMENT**

1. The valid prices of the provided services are listed on the website [www.zabookem.com](http://www.zabookem.com) via the To-keet reservation portal.
2. Payment for services will always take place through the payment gateway.
3. Provided is not a VAT payer and prices include VAT rate.

### **V. CONFIRMATION OF STAY**

1. The client is authorized to use the paid services by a confirmation issued by the provider by e-mail. The client is obliged to check the accuracy of the data on the confirmation. If any discrepancies are found, the client immediately contacts the provider by e-mail at [jan@zabookem.com](mailto:jan@zabookem.com) or [jana@zabookem.com](mailto:jana@zabookem.com)



2. The Provider reserves the right to request payment of an advance payment in the amount of 100% of the price of the ordered services according to the previously confirmed order.

## VI. ARRIVAL, DEPOSIT AND FINES

1. Accommodation always takes place from 15:00 separately, according to the instructions that come to the client well in advance. Check-out is no later than 10:00 on the day of departure.
2. The client acknowledges that no animal is allowed in the provider's property.
3. The provider is entitled to charge clients the following fines:
  1. for smoking in the building CZK 10,000,
  2. animal CZK 5,000,
  3. any other unauthorized manipulation of the fire CZK 10,000.

## VII. CANCELLATION CONDITIONS

1. The client has the right to cancel the stay at any time, ie to withdraw from the confirmed order / reservation request of the stay under the conditions listed below. This withdrawal by the client (hereinafter referred to as cancellation) must be made electronically to the email [jan@zabookem.com](mailto:jan@zabookem.com) or [jana@zabookem.com](mailto:jana@zabookem.com)
2. Cancellation conditions of accommodation if not individually agreed:
  1. up to 30 days before arrival 0% of the total amount for accommodation,
  2. 29 - 14 days before arrival 50% of the total amount for accommodation,
  3. 13 - 5 days before arrival 75% of the total amount for accommodation,
  4. less than 4 days before arrival 100% of the total amount.

## VIII. PROTECTION OF PERSONAL DATA

1. Personal data means information about the client, on the basis of which the client can be directly or indirectly identified.
2. In accordance with the provision of the service, the provider requires mandatory personal data within the order / reservation. All client rights, as well as further details on how the provider processes personal data, can be found at [www.zabookem.com/zasady-zpracovani-osobnich-udaju](http://www.zabookem.com/zasady-zpracovani-osobnich-udaju).
3. The Provider will not process, share, sell or use the client's data in a manner that would be in conflict with these GTC without the prior consent of the client.
4. By placing an order / reservation, the client grants an informed consent to the processing of personal data provided under these GTC to the provider as an administrator, in order to identify the client when using the service. The client also gives consent to further marketing processing of personal data, especially targeting advertising and sending business messages.
5. The client gives consent to the processing of personal data for a period of 3 (three) years, unless the client revokes his consent earlier. This does not affect the provider's obligation to process the client's personal data for the period specified by the relevant legal regulations in accordance with them.





6. The controller is entitled to authorize a third party as a processor of personal data. A list of these persons is available at the provider's registered office.
7. The Client acknowledges that the Provider may be obliged to provide personal data on the basis of the law or to fulfill its legal obligation (eg in court or administrative proceedings). The Provider is also entitled, if necessary, to make personal data available to protect the Provider's rights or to protect the personal security of clients or third parties.
8. Before sending the order / registration of the service, each client is obliged to get acquainted with the principles of personal data protection and to express his consent to the processing of his personal data. The consent must be expressed directly by checking the box I agree with the processing of personal data and click to confirm the consent. If the client does not give consent, the order / registration will not be executed and the services will not be provided.

## IX. FINAL PROVISIONS

1. These business and cancellation conditions are an integral part of the service order.
2. The total price for the provided services will be paid on the basis of the issued accounting document (receipt, invoice), according to the stated conditions.
3. Payment may be made in cash or by bank transfer. Payment cannot be made by credit card on site.
4. The update of the General Terms and Conditions and cancellation policy enters into force on 1 March 2022. Changes and additions to these terms and conditions between the provider and the client may be individually adjusted only in writing.

