

# General Rental Terms and Conditions

The General Terms and Conditions regulate the mutual contractual relations between the Guest and the Owner (owner of the building) PEMON trade s.r.o. Contractual relations are in accordance with the relevant provisions of generally binding legal regulations of the Czech Republic (Act No. 526/1990 Sb., etc.). The conditions are binding for all parties involved.

## 1. Subject and Purpose of the Lease

### 1.1. Subject of the Lease

The subject of the lease entails the apartment at Horní Míšečky 437 / M16, 51238 Vítkovice

### 1.2. Purpose of the Lease

The purpose of the lease shall be used exclusively for a short-term recreational stay.

## 2. Accommodation Price, Order, and Reservation

### 2.1. Accommodation Order and Reservation

- a) The guest (the "Guest") ordering the recreational stay must be a person over 18 years of age who is liable for the obligations of all other accommodated persons (see below).
- b) Following a telephone, written or on-line order made by the Guest, the Owner makes a reservation for the Guest for the subject of the lease for the pre-agreed period.
- c) After agreeing on the date, the tenant pays the price of the stay to the account of the landlord (intermediary) and announces the number of accommodated persons (including children), name, surname, address of permanent residence, date of birth and ID number. Furthermore, the tenant will announce his phone number and e-mail.
- d) After paying the accommodation price and providing the number of accommodated persons, the reservation is binding, and the Guest confers the right to temporary accommodation in the subject of the lease within the agreed and confirmed period. By paying the accommodation, the Guest also confirms to have read the General Rental Terms and Conditions lessor or intermediary, understands them, and fully respects them. Failure to pay the price within the specified date will automatically terminate the reservation.
- e) The maximum number of persons accommodated in the rented apartment is 10 + 2 cribs (extra beds) for children up to 3 years. The Owner shall answer any questions regarding capacity.
- f) The Owner has the right to refuse accommodation to a larger number of persons than stated on the order confirmation.

### 2.2. Price

- a) Prices for rent and services are prices agreed in the Agreement between the Guest and the Owner or an intermediary in accordance with Act No. 526/1990 Sb.
- b) The full price must be paid no later than one day before the day of taking over the leased apartment.
- c) The price includes stay in the rented building for the agreed period, CPS and water, bed and toiletries, final cleaning, recreational fee/tourist tax - the so-called "accommodation capacity fee" per person/day, according to local regulations of the Municipal Office.
- d) The price does not include refundable security deposit, insurance (Guests are recommended to arrange with the selected insurance institution in the Czech Republic "Accident insurance for domestic travels and stays").

## 3. Agreement Withdrawal, Cancellation Fees

3.1. Cancellation conditions take effect on the day of payment of the stay reservation payment by the Guest. Cancellation of the rent order can be made by the Guest and the Owner only in writing. The day of cancellation of the stay order is considered the day of the notice being delivered to the Owner (intermediaries) or the Guest.

3.2. If the Guest decided to withdraw from the Agreement, it is obliged to pay a cancellation fee in the amount of:

Full refund for bookings canceled if at least 14 days remain until the date of arrival. No refund for bookings canceled 14 or fewer days before the date of arrival. At the same time, after the Guest cancels the stay, the Owner undertakes to return the canceled date of stay back to the advertisement on its website [www.apartmanhm.cz](http://www.apartmanhm.cz)

The Owner may withdraw from the Agreement before the end of the agreed period, if the Guest in the recreational facility, despite the warning, grossly violates good manners or otherwise violates the provisions of the Operating Rules.

3.3. Cancellation is deducted from the total price, billed, and returned no later than 10 days from the cancellation.

3.4. If the Guest terminates the rental (stay), the price or any part thereof shall not be refunded.

3.5. If the Owner terminates the rental (force majeure, defect on the building, serious defect, etc.), the Guest shall be refunded all paid fees within 10 working days from the termination.

## 4. Start and end of Accommodation

4.1. The Guest is obliged to observe the start date and time, i.e. Between 4:00-8:00 pm (unless otherwise agreed) and end the stay on the day specified in the order confirmation, but no later than 10:00 am (unless otherwise agreed).

4.2. Guests are required to perform basic cleaning before their departure. If the Guest does not do so, the amount of EUR 40 will be deducted from the security deposit.

4.3. At the end of the lease, the Owner and the Guest will check the building's condition and equipment according to the inventory. If no defects are found, the Owner shall take over the keys and return the deposit to the Guest in full. If the Owner discovers a defect caused by the Guest after the final inspection, the Owner is entitled to deduct the amount corresponding to this defect from the deposit. If such defect(s) exceeds the total of EUR 150, the Owner of the building is entitled to collect an additional surcharge from the Guest.

## 5. Obligations of the Guest

- a) Follow the General Terms and Conditions of the Owner.
- b) Get acquainted with the operation of the premise, which is confirmed by signing the protocol - upon taking over of the property.
- c) Avoid actions that would lead to damage to the premise or its equipment.
- d) Adhere to the principles of safety (do not interfere with the electrical installation, safe handling of the waste crusher, the prohibition to manipulate with fire).
- e) The Guest is fully responsible for damages caused by its cause or fault, including all accommodated persons staying (renting) at the apartment.
- f) If the Guest discovers any defect during the recreation, regardless of whether it was caused the Guest or not, the Owner shall be immediately notified.
- g) Participants staying at the apartment (rental) are fully responsible for their own health, safety, and personal belongings, including financial resources, cars, etc. for the entire duration of the stay. The Owner is not responsible for damage to the health or property of the Guest.
- h) The Guest undertakes to comply with the maximum number of persons accommodated in the apartment for the entire stay, keep the apartment and its surroundings clean, and use slippers inside the apartment.
- i) Smoking is prohibited inside the whole building.

## 6. Obligations of the Owner

- a) Guarantee the equipment and services mentioned above.
- b) Allow the Guest to use the entire building for the agreed period. The Owner is obliged to acquaint the Guest with the operation and maintenance of the premise and its accessories.
- c) Hand over the apartment to the Guest upon arrival in a serviceable condition, clean and uninhabited.
- d) Provide the Guest with clean and washed sheets for each bed ordered.
- e) Provide utensils for the specified number of people.
- f) Resolve justified complaints and comments of the Guest regarding the apartment.
- g) To be available on the mobile phone during the Guest's accommodation in the apartment.
- h) If a situation arises on the part of the apartment owner, resulting in a deterioration of the conditions of the Guest's accommodation, the Owner is obliged to immediately take all measures to eliminate such a situation or provide a reasonable discount on the stay.

## 7. Liability

When handing over the subject of the lease, the Owner acquaints the Guest with the operation of the recreational premise. The Owner shall not be liable for any damage, loss, injury, theft, or other harm to persons using the subject of the lease. The stay and movement of persons throughout the property and in all their premises, including on lands belonging to it, is solely at the own risk of all persons and their full liability, except in cases demonstrably caused by the Owner. The apartment is handed over and taken over in good condition and undamaged.

## 8. Insurance

The apartment is insured. We are not liable for injuries, damages, destruction of property (liability for damage to health and property of a third party), theft of luggage or property of guests during the recreational stay, as well as for damages caused by natural elements or disasters and for damages related to these events. For these cases, we recommend that you take out suitable travel insurance or additional insurance before departure.

## 9. Defects

In the event of defects, it is necessary to notify the Owner immediately, whose obligation is to eliminate these defects according to their nature and character. If the Guests cause damage to the Owner, they are obliged to notify the Owner about such fact and agree on the payment for the damages in question.

## 10. Transitional and Final provisions

10.1. The validity of these conditions may be regulated between the Guest and the Owner on an individual basis and exclusively in writing.

10.2. By paying the rental price, the Guest acknowledges these conditions and agrees with them.

10.3. The Guest confirms its consent to the handling of its personal data pursuant to Act No. 110/2000 Sb. for the purposes of registration of accommodated persons and accounting purposes in the sense of the tax laws of the Czech Republic. At the same time, the Owner undertakes not to disclose the Guest's personal data to any third party.

**These General Rental Terms and Conditions are valid and effective from September 1, 2020, and are available at [www.apartmanhm.cz](http://www.apartmanhm.cz)**

## Contact

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