



**REITENBERGER**  
SPA MEDICAL

# GENERAL TERMS AND CONDITIONS

## 1. INTRODUCTORY PROVISIONS

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all types of stays offered by the company Reitenberger s.r.o., with its registered office at Michelská 300/60, 140 00 Prague 4, Czech Republic, ID 27940861, registered in the Commercial Register kept by the Municipal Court in Prague, file number C 128087. The GTC also apply to stays that have the character of a trip according to Act No. 159/1999 Coll., on certain conditions for business activities in the field of tourism, procedures, and other tourism services.

1.2. The GTC constitute an integral part of the contractual relationship, i.e., confirmed reservations (binding orders) or any type of contract (including a travel contract) concluded between the client and Reitenberger Spa Medical (hereinafter also referred to as "RSM"), the subject of which is a stay at Reitenberger Spa Medical. They regulate the mutual relationship and legal relationship between RSM as the service provider and individuals or legal entities (hereinafter referred to as "client") as users of these services. RSM reserves the right to specify different conditions in sales materials (websites at [www.reitenberger.cz](http://www.reitenberger.cz), informational or offer sheets) that take precedence over these conditions. Deviations in the confirmed order/contract take precedence over the provisions of the GTC.

## 2. PARTICIPANTS IN THE CONTRACTUAL RELATIONSHIP

2.1. The participants in the contractual relationship are:

a) Reitenberger Spa Medical, which enters into the contractual relationship directly or through intermediaries – commercial representatives (commissioned sellers) who have concluded a contract of commercial representation or commission agreement with Reitenberger Spa Medical (hereinafter referred to as "external sales points"), and

b) the client, who may be a natural or legal person without a bilateral contract concluded with Reitenberger Spa Medical that would regulate matters covered by these GTC.

## 3. ESTABLISHMENT AND BASIC CONDITIONS OF THE CONTRACTUAL RELATIONSHIP

3.1. The client orders a stay at Reitenberger Spa Medical by submitting a written order, which can be sent by mail (address Ibsenova 92, 353 01 Mariánské Lázně), by email (to the address [rezervace@reitenberger.cz](mailto:rezervace@reitenberger.cz)), or through the reservation form on [www.reitenberger.cz](http://www.reitenberger.cz). For information, the client can also use the telephone contact number + 420 734 181 111. The client is bound by the properly issued and submitted order. The issued order must contain the following essential details: name and surname of the client, date of birth, permanent address, telephone (or email or other operational contact), name of the stay package,

number of persons, date of arrival and departure, accommodation category. In the reservation form on the website, all mandatory items must be filled in.

The customer is personally responsible for the accuracy of all personal data provided. For the contractual relationship of stay participants listed in the order/contract, the ordering client is responsible. The client's order is a proposal for a contract, and the contract itself is concluded by the confirmation of the order by an employee of Reitenberger Spa Medical, creating a contractual relationship for the sale of services between the client and Reitenberger Spa Medical (a trip defined by Act No. 159/1999 Coll. is concluded by a travel contract, with the proposal for a travel contract submitted by Reitenberger Spa Medical). By submitting the order, Reitenberger Spa Medical confirms that the client has read these GTC and agrees to them.

3.2. The client agrees that personal data provided in the order/contract will be included in the electronic database of the company and will be collected and processed by the company in accordance with Act No. 101/2000 Coll. on the protection of personal data, in its valid wording.

3.3. The scope of contractually agreed services is bindingly specified in the confirmation of the order/contract, derived from the offer of stays. Extensions or agreed changes to services beyond the scope of the product offer must be expressly stated in the confirmation of the order/contract or its annex and confirmed and paid for before their provision.

3.4. Upon arrival, the client will present the relevant confirmation of the stay (contract, voucher, order confirmation, etc.) or also proof of payment for the stay and services, as well as a passport (foreigners) or identity card (domestic clients) at the reception of the accommodation facility of Reitenberger Spa Medical. After completing these formalities, the reception will accommodate the client and provide further information about the stay.

3.5. According to international customs, clients are accommodated on the day of arrival no earlier than 2:00 PM, and on the day of departure, they must vacate the rooms by 10:00 AM (unless otherwise agreed upon individually and for a specified fee). Early arrival or late departure is not a reason for extended use of the room. Voluntary termination of the stay or its change in duration after the stay begins does not give the client the right to a refund of the unused part of the stay, i.e., the fee for unused accommodation, catering, and other services.

#### **4. CLIENT'S RIGHTS AND OBLIGATIONS**

4.1. Basic Client Rights:

- a) to receive the agreed and paid services properly,
- b) to request information about relevant facts known to Reitenberger Spa Medical and pertaining to the agreed and paid services,
- c) to be informed about any changes in the stay, scope of services, and price,
- d) to withdraw from the contract at any time during the interim period before the commencement of service consumption, under the conditions stipulated in these General Terms and Conditions,
- e) to inform Reitenberger Spa Medical in writing, by the specified method, of any change in the participant of the stay instead of the original client stated in the order/contract,

- f) to file a complaint in accordance with the General Terms and Conditions,
- g) to protect personal data provided in the order/contract and other documents from unauthorized persons.

#### 4.2. Basic Client Obligations:

- a) to cooperate with Reitenberger Spa Medical, which is necessary for the proper security and performance of services, especially to complete the required information in the order/contract truthfully and completely, to promptly communicate any changes to this information, to review the information in the order confirmation, and in case of discrepancies, promptly contact Reitenberger Spa Medical and provide additional documents upon request,
- b) to ensure, for individuals under 15 years old and for individuals whose health requires, the accompaniment and supervision of an adult participant of the stay,
- c) to provide the consent of a legal representative when the client is older than 15 years and younger than 18 years and is using services without the accompaniment and supervision of the concerned representative,
- d) to report the participation of foreign nationals when concluding the contract or filling in the order;
- e) to promptly communicate their stance on any changes in the conditions or content of the agreed services,
- f) to comply with passport, customs, currency, transit, health, transportation, and safety regulations, as well as the applicable laws and customs of the country and location they are traveling to; the client is responsible for the timely issuance and validity of necessary documents (passport, visa, health insurance, etc.),
- g) to pay the price of the stay (services) in accordance with the agreed conditions,
- h) to receive the documents necessary for the subsequent use of services from Reitenberger Spa Medical and appear at the designated location within the predetermined time period,
- i) to behave in a manner that prevents harm to the health or property of other participants of the stay, service providers, or Reitenberger Spa Medical, and to compensate for any damage caused by their actions,
- j) to take timely and proper action to assert any claims against service providers (complaints),
- k) to follow the instructions of relevant employees or other persons designated by Reitenberger Spa Medical, adhere to the established program (late arrival for procedures or meals cannot be refunded), comply with and respect the internal regulations of Reitenberger Spa Medical (house and accommodation rules, etc.), including the smoking ban and the prohibition of using drugs in all areas, adhere to the rules of decent and ethical behavior towards employees, other clients, and individuals, comply with the prohibition of bringing explosives, weapons, or dangerous substances and objects, adhere to the prohibition of using personal electrical devices and equipment in the spa premises, and adhere to visiting rules, etc.,

- l) to comply with the prohibition of entering and staying with any animals and pets,
- m) when placing an order, take into account the contraindications of the stay (listed on <http://www.reitenberger.cz>) and inform Reitenberger Spa Medical employees about important health difficulties and needs (severely limited mobility, chronic illnesses, dietary restrictions, etc.).
- n) in case of withdrawal from the contract, the client is obliged to notify this fact and pay the cancellation fee according to the General Terms and Conditions,
- o) to notify in writing, properly, and in a timely manner any change in the participant of the stay at least 7 days before the start of the stay. Any exceptions may be specified only by the relevant internal regulations or prior consent of the business department or spa resort management. Serious or repeated violations of the above obligations may be grounds for not providing the stay or some of its services, or terminating the client's stay. The client bears all costs arising from non-compliance with the above obligations, including paid and unused services.

## **5. PRICES AND PAYMENT TERMS**

5.1. Prices for stays and other services offered by Reitenberger Spa Medical are specified in printed materials and on the website <http://www.reitenberger.cz> (in case of price conflicts in various publicly available documents, the price listed on the Reitenberger Spa Medical website is always valid). The client shall make the payment for the ordered stay in the form of a 100% deposit for the services ordered and confirmed by them, unless agreed otherwise. The deposit must be paid no later than 30 days before the start of the stay, unless otherwise specified in the order/contract confirmation. If the stay is ordered within 30 days or less before the start of the stay, the price is due simultaneously with the order confirmation/contract conclusion, unless the client has been informed about the payment method in the stay confirmation/contract or when submitting the stay order differently.

5.2. Payment methods include: bank transfer, cash payments, or accepted payment cards. The stay can also be paid with a gift voucher issued by Reitenberger Spa Medical (usage rules on [www.reitenberger.cz](http://www.reitenberger.cz)) or an accepted voucher issued by a third party, but in these cases, any overpayment cannot be refunded. Payment of the stay is always understood as the amount being credited to the account of Reitenberger Spa Medical or the amount being paid in cash.

5.3. Any discounts declared after the date of reservation/contract conclusion do not entitle the client to a discounted price. Discounts specified in Reitenberger Spa Medical materials can only be granted if the client meets the conditions for using these discounts. Individual discounts cannot be combined or otherwise combined unless expressly stated otherwise.

5.4. On the day before departure or no later than the day the stay ends, the client will receive an invoice for the services consumed, in which Reitenberger Spa Medical will settle the paid deposit. The client is required to pay the difference personally in cash, by credit card, or with a voucher at the reception, no later than the day the stay ends or on the last day of service consumption.

## **6. CHANGES TO AGREED SERVICES**

6.1. Before the start of the stay:

a) If Reitenberger Spa Medical is objectively compelled to change the agreed conditions before the confirmed stay begins, it may propose a modification to the order/contract. If the

proposed change also results in a change in the price of the stay, the new price will be indicated in the proposal. In such a case, the client has the right to decide whether to agree to the change or to withdraw from the order/contract without cancellation fees, and the paid amount will be refunded. If the client does not withdraw within 5 days of receiving the proposed change to the order/contract, it is deemed that they agree to the change and are obliged to pay the price difference within the same period. In case of the client's breach of this commitment, Reitenberger Spa Medical may withdraw from the confirmed order/contract, without waiving its right to compensation for damages. This provision also applies to changes in the terms and conditions.

b) The client has the right to withdraw from the order/contract under the conditions of the preceding provision of the Terms and Conditions in the following cases:

- In case of cancellation of services or the stay by Reitenberger Spa Medical or in the event of a significant change in the program. A change of room is not considered a significant change.
- In case of an increase in the travel price by more than 10%.

c) If extraordinary circumstances such as war, earthquake, uprising, strike, epidemic, extreme weather conditions, or other force majeure circumstances arise, or if the safety, health, or life of clients would be otherwise jeopardized, and such circumstances could not have been foreseen at the time of contracting, Reitenberger Spa Medical is entitled to cancel the stay. In such cases, Reitenberger Spa Medical will offer the client an alternative date or refund the paid amount for the canceled stay. In this context, the client is not entitled to any further compensation.

6.2. Reitenberger Spa Medical is entitled to make operational changes to the program and services provided during the stay, if necessary and in the interest of the clients. If the scheduled program cannot be adhered to or the pre-agreed services cannot be provided, Reitenberger Spa Medical is obliged to:

- a) Provide alternative programs and services to the extent and quality that are identical or similar to the originally agreed conditions, ensuring that the character of the stay or services is preserved to the highest possible extent.
- b) Adjust the price of the stay and services based on the implemented changes to the program and services, if they result in a reduction in the scope and quality of the agreed services.

6.3. Claims will be addressed on an individual basis. If circumstances arise that are not dependent on the activities and actions of Reitenberger Spa Medical or that affect the client by either not fully or partially utilizing or being unable to receive the ordered and paid services (e.g., accommodation, meals, therapeutic procedures, etc.), the client is not entitled to a refund or discount unless agreed otherwise.

6.4. The client has the right to request a change to the order/contract from Reitenberger Spa Medical. Changes are free of charge when the provisions of the Terms and Conditions are adhered to.

6.5. Additional fees for administrative tasks related to the processing of non-standard services are determined individually and agreed upon with the customer.

## **7. CANCELLATION OF THE CONTRACT**

7.1. The client is entitled to withdraw from the order/contract under the conditions specified below at any time before the start of the stay/utilization of services. The cancellation by the client must be made in writing and in an unambiguous manner. The decisive factor for determining the cancellation period is the time of delivery of the written notice of cancellation to Reitenberger Spa Medical.

7.2. If the reason for the client's withdrawal is not a breach of Reitenberger Spa Medical's obligations specified in the order/contract or the Act No. 159/1999 Coll., or if Reitenberger Spa Medical withdraws from the confirmed order/contract before the start of the stay due to the client's breach of obligations, the client is obliged to pay a cancellation fee as specified below. Reitenberger Spa Medical is entitled to set off the cancellation fee claim against any claim the client may have against the company.

7.3. When calculating the number of days for the cancellation fee calculation, the day when the information about the cancellation was first delivered to Reitenberger Spa Medical employees is included in the specified number of days. The planned day of the start of the stay according to the order is not included in the count.

7.4. Cancellation fees are charged based on the total price of the ordered services as follows:

- Up to 30 days before arrival: no cancellation fee,
- 30 – 7 days before arrival: a cancellation fee of 50%,
- 6 days or less: a cancellation fee of 100%.

7.5. Cancellation fees will not generally be charged in cases where the following circumstances prevented the client from participating in the stay: sudden illness or injury documented by a medical certificate, natural disaster, or the death of a family member (parent, spouse, child).

7.6. In the event of canceling the order and after the cancellation has been accepted and confirmed by us, the paid amount (or its part according to the cancellation fee) will be refunded to the account from which the payment was originally made. The refund will be made within one week of receiving written confirmation of the cancellation of the stay. The amount refunded may be affected by bank fees or other potential costs associated with the payment refund, for which we are not responsible.

## **8. COMPLAINTS**

8.1. In the event that the stay or other services do not proceed according to the contractual conditions, the client has the right to make a complaint through all available means. Contacts are provided in Article 3 of these Terms and Conditions. Complaints can also be lodged with the external seller who mediated the contractual relationship. It is strongly recommended to use a written form and clearly define the scope of the complained-about issues. The client should actively engage in resolving the complained-about situations. If the complaint is not submitted without undue delay, the client assumes the risk that the right to acknowledge the complaint and any subsequently incurred damages, which would not have arisen with timely or active client intervention in resolving the complaint, may be reduced, limited, or extinguished. The client acknowledges that raising objections on-site primarily serves for the immediate resolution of the problem at the location itself.

8.2. Reitenberger Spa Medical addresses justified complaints primarily by providing substitute services or otherwise appropriate compensation. If the deficiency cannot be

rectified, a responsible employee will draw up a complaint protocol with the client. The client is obliged to cooperate to facilitate the resolution of the complaint. If effective activities and procedures are subsequently implemented by Reitenberger Spa Medical, which create a logical assumption of a full remedy for the complained-about situations directly on-site and these are negated by the client, any subsequent compensation after the end of the stay is excluded. The subject of the complaint procedure or retroactive financial compensation can only be services that are part of the contractual agreement and subject to a fee. The right to complain must be asserted without undue delay, but no later than 3 months after the end of the stay/provision of the complained-about service. Reitenberger Spa Medical is obliged to communicate its position on the complaint within 30 days of receiving the complaint. In cases where it is necessary to obtain the opinion of third parties, the deadline for handling the complaint may be extended by an additional 30 days.

8.3. Reitenberger Spa Medical assumes no responsibility and does not guarantee the level, price, or any resulting damage for services at events not agreed upon in the confirmed order/contract, organized by third parties, which the client orders on-site. Damages and property losses incurred by the client, which are subject to contractual coverage under the insurance policy based on the travel insurance contract for trips and stays, are not considered a subject of the complaint. Such damages and property losses that are expressly excluded from the scope of insurance coverage are also not considered as a subject of the complaint. If cases of damage caused by a third party occur, Reitenberger Spa Medical is completely exempt from full or partial performance and financial compensation.

## **9. VALIDITY**

9.1. These General Terms and Conditions apply to all participants in trips, stays, and services and come into effect from November 1, 2023.

9.2. All information and instructions that constitute binding content of these Terms and Conditions comply with applicable legal regulations and all facts known and available at the time of issuance. However, Reitenberger Spa Medical reserves the right to update and make changes. The resort also reserves the right, according to § 10 paragraph 2 of Act No. 159/1999 Coll., as amended, to change relevant details in the product offer before entering into a contractual relationship.

9.3. These Terms and Conditions are an integral part of the confirmed order/contract concluded with the client, as well as any distributed business offers related to stays and services covered by these Terms and Conditions. They are freely available at the resort's reception, where additional information can be obtained if needed. The current version of the Terms and Conditions is always available on the website [www.reitenberger.cz](http://www.reitenberger.cz).

9.4. If any provision of these Terms and Conditions becomes invalid, ineffective, or unenforceable for any reason, this fact does not affect the validity of other provisions. This does not apply if mandatory provisions of valid legal regulations stipulate otherwise.

### **CONSUMER INFORMATION:**

The consumer acknowledges that if defects or other disputes cannot be resolved to mutual satisfaction, there is the possibility of amicable dispute resolution pursuant to § 14 of Act No. 634/1992 Coll. on consumer protection.

If the client is in a consumer position, according to the aforementioned law, in the event of a dispute with the Seller, the client has the option of using out-of-court resolution of consumer disputes. The aim of out-of-court resolution of consumer disputes is to reach an amicable settlement of the dispute and an agreement between the parties based on mutual

communication. The proceeding itself is conducted before the Czech Trade Inspection, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2. The form for the proceeding and instructions for filling out the relevant form are available on the Czech Trade Inspection website.