

GENERAL BUSINESS TERMS – SPA RESORT STAYS AND SERVICES

1. RATIONALE

1.1 These General Business Terms (hereinafter “GBT”) are applicable for all types of stays offered by the company titled Lázně Teplice v Čechách plc (registered office Mlýnská 253, 415 38 Teplice, Czech Republic, company incorporation number: 44569491, incorporated in the Register of Companies run by the Ústí nad Labem Regional Court, section B, file No. 207 – hereinafter “LT”). These GBT also apply to such stays that have the nature of trips pursuant to the 159/1999 Act (an act on specified business terms in the area of tourism) (LT is certified for sale of such pleasure trips), to curative treatments as well as to other tourism services.

1.2 These GBT shall always be inseparable parts of any contractual relationships; i.e. confirmed booking (binding order) or any type of contract (including contract on pleasure trip) concluded between the client and LT whose subject matter is a stay in LT. The GBT govern the legal relationships between LT, being the service provider, and physical or legal persons/entities (hereinafter “client”), being the users of these services. LT stipulates hereby that LT has the right to state in the sales materials (internet pages – www.lazneteplice.cz, information or bid sheets) different terms, which terms will prevail over these GBT. Different arrangements in confirmed order/contract shall prevail over the terms of these GBT.

2. THE PARTIES TO THE CONTRACT

2.1 The parties to the contract are:

- a) LT, which enters into the contractual relationship directly or via its mediators – business representatives (vendors), who have concluded contracts on commercial representation or commission contracts with LT (hereinafter “vendors”) and
- b) The client – either physical or legal person – who has not concluded bilateral contract with LT, which contract would have covered the issues addressed through these GBT.

3. EMERGENCE AND THE BASIC TERMS OF THE CONTRACTUAL RELATIONSHIPS

3.1 The client can order a stay in LT through an order in writing sent by mail to the address of “Lázně Teplice v Čechách a.s., Obchodní oddělení, Mlýnská 253, 415 38 Teplice, Česká republika”, as a fax message (+420 417 977 429), electronic mail (info@lazneteplice.cz) or through booking form, which can be found at the internet address of www.lazneteplice.cz. For further information the client can also phone to +420 417 977 444. After the client has properly issued and submitted his/her order, he/she has committed himself/herself accordingly. The issued orders shall include these substantial issues: the client’s Christian name and surname, birth date, permanent residence address, telephone (or e-mail address or other contact), the title of the stay, the number of persons, the dates of start and end of the stay and the accommodation category (spa resort building). The order shall also include the following: the scope of accommodation, treatment and catering services as per the offer (unless this ensues from the pre-defined arrangements of the ordered stay) and the date of issue of the order. In the internet booking form all the obligatory columns must be filled in. The customer is personally responsible for correctness of all the personal data stated by him/her. The client that has submitted the order is responsible in terms of contractual relationships of the other participants of the stay stated in the order/contract. The client’s order is considered to be contract draft and the contract itself is concluded upon confirmation of the order by LT. Through such a contract a contractual relationship between the client and LT comes into being concerning sale of services (whilst a pleasure trip pursuant to the 159/1999 Act is concluded through a contract on pleasure trip, whose draft can be submitted by LT). By sending his/her order to LT the client confirms that he/she familiarised himself with these GBT and that he/she agrees to them.

3.2 The client agrees that his/her personal data as stated in the order/contract may be included in the LT electronic database and might be gathered and processed by LT pursuant to the 101/2000 Act (Act on Protection of Personal Data, as amended).

3.3 As far as the scope of contractually agreed services is concerned, what is binding is the breakdown of services stated in the confirmation of the order (in the contract) derived from the product offer. Any extension or agreed changes in services beyond the scope of the product offer must be specifically stated in the confirmation of the order (in the contract) or in its amendment and confirmed by LT and reimbursed before rendering thereof.

3.4 At the start of his/her stay, in the reception office of the LT accommodation facility the client must always produce relevant confirmation for the stay (contract, voucher, order confirmation, invitation letter (with stays reimbursed by a health insurance house etc.), confirmation/certificate on reimbursement of the stay and the services, passport (foreigners), identity card (Czech citizens), valid health insurance house card (with stays paid fully or partly by a health insurance house). After compliance with the above formal issues, the reception office clerk will accommodate the client and will provide him/her with further information concerning his/her stay.

3.5 In accordance with international practice, on the arrival day the client can only be accommodated from 12:00 (midday) as the earliest and on the departure day he/she must vacate the rooms before 10:00 (other arrangements can be agreed with the LT for a specified charge). With individual types of stays listed in the product offer list the specific times may be stipulated otherwise. Early arrival or late departure are not reasons for prolonged use of the room. Self-willed late vacation of a room is penalised with 1000 CZK penalty plus reimbursement of prospective damage, including lost profit suffered. Allocation of rooms is only carried out by the LT after arrival. The pictures of accommodation facilities as shown in the product offer or other materials shall be considered to be only illustrative and that is why the actual arrangement need not necessarily be exactly the same as the room allotted to the client after arrival. Similar arrangement applies also for pictures of curative treatment or other services rendered. In case when exceptional operational matters so require, LT can change the accommodation facility.

4. THE CLIENT’S RIGHTS AND OBLIGATIONS

4.1 The Client’s Basic Rights

- a) To be properly provided with the agreed to a reimbursed services.
- b) To ask for information on important facts known to LT and relevant for the agreed and reimbursed services.
- c) To be acquainted with prospective changes in stay, scope of services and prices.
- d) Before being provided with the services, to withdraw from the contract under the terms of these GBT.
- e) To notify LT in a prescribed manner about the change of the client – different client rather the one stated in the order/contract.
- f) To raise complaints pursuant to these GBT.
- g) Protection of the personal data stated in order/contract and other documents against unauthorised use.

4.2 The Client’s Basic Obligations

- a) To cooperate with LT as is necessary for proper ensuring and rendering of services. In particular to fill in fully the true data in the order/contract, notify in time about any changes in this data, check the data in the confirmed order and if he/she discovers any discrepancies, notify immediately LT and produce other documents if so requested by LT.
- b) With persons aged under 15 and with persons whose health condition so requires, to ensure accompaniment and surveillance of an adult participant.
- c) To present legitimate representative’s consent whenever a client aged between 15 and 18 is provided services without accompaniment and surveillance of the relevant representative.
- d) During contract concluding or filling in an order, to notify about participation of foreigners.
- e) Without unnecessary delay to announce his/her position about prospective changes in the conditions or nature of the agreed services.
- f) To adhere to immigration, customs, foreign currency, transit, health, transportation and safety regulations as well as other positive legal regulations and customs of the country and places to be visited. The client is responsible for ensuring timely issuance and relevant validity of the needed travel documents (passports, visas, health insurance certificates etc.).

- g) To pay the price of stay (services) pursuant to the terms agreed.
- h) To take over from LT documents needed for being provided the services and appear in time at determined places.
- i) To act in such a way so that no health/assets damage might be caused to the other participants, providers of the services or LT and to reimburse the damage caused by his acting.
- j) His/her prospective complaints about the provider of the services must be submitted in time and in proper manner.
- k) To go by the advice of the relevant LT employees or other persons specified by LT, comply with the determined schedule (late appearance for curative treatment or subsistence cannot be repaid), adhere to and go by the internal LT regulations (dwelling and accommodation regulations etc.), smoking bans and bans on use of opiates in all premises, adhere to the rules of decent and ethic behaviour towards the LT employees and other clients and persons, adhere to the ban of bringing in explosives, weapons, hazardous substances and articles, adhere to the ban of use of own electrical apparatuses in the spa resort building premises, adhere to the visiting regime etc.
- l) Comply with the ban on entering and stay with any animals, unless previous provable LT permit is granted (LT has the right to revoke such permits anytime)
- m) When submitting the order, to take into account contraindications (they are listed at www.lazneteplice.cz) and inform LT on important health difficulties and needs (significantly reduced mobility, chronic illnesses, dietary restrictions etc.).
- n) In case of withdrawal from the contract, the client is bound to notify LT accordingly and reimburse cancellation fee as per the GBT.
- o) Should there be a change in the person who will stay in LT, the change must be announced in writing, properly and at least 7 days before initiation of the stay.

Any exceptions can only be according to the relevant internal LT procedure or on the basis of a consent given in advance by the management of the commercial department or the spa resort building. Serious or repeated breaches of the above obligations can be a reason for declining the stay or some services or discontinuation of the client's stay. All the costs that might arise due to failure to adhere to the above client's duties shall be borne by the client, including the services that have been paid but not provided.

5. THE PRICE AND PAYMENT TERMS

5.1 The prices of stays and other services offered by LT are listed in the printed matter and at www.lazneteplice.cz (in case there is a discrepancy about prices stated in various documents available to the general public, the prices stated on the LT internet pages are always valid/applicable). Unless agreed otherwise, payment for the ordered stay is made by the client by the form of 100% advance payment for services ordered by him/her and confirmed by LT. Unless agreed otherwise in the confirmation of the order (contract), the advance payment must be paid no later than 30 days before the start of the stay. If the stay is ordered at a time that is shorter than 30 days before the start of the stay, the price is payable concurrently with confirmation of the order (conclusion of contract), unless the client is informed otherwise about the manner of payment for the stay in confirmation of the stay/contract, or at submission of order.

5.2 The reimbursement can be as follows: bank transfer, cash, bill or acceptable payment card. The stay can also be reimbursed using a gift voucher issued by LT (for the rules of use, see www.lazneteplice.cz) or accepted voucher issued by a third person, nevertheless in these instances a prospective overpayment cannot be repaid. It is to be understood that the stay is reimbursed by crediting the amount to the LT's account or payment the amount in cash to LT. If the contractual relationship emerges via external vendors, the price of the stay can be paid to the external vendor (the previous sentence applies also for these instances). In case the deadline for reimbursement of the price of the stay is not complied with, LT is authorised to withdraw from the contract (confirmed order) and cancel the stay without any further justification. In such an instance the client must pay cancellation fee. Fees for changes in booking or cancellation fees are payable immediately. If the client fails to use some agreed and prepaid services during the stay, the substitution services cannot be provided and, unless agreed otherwise, the reimbursed amounts will not be returned. This also applies for the cases when the services were not rendered because of such circumstances about which the client should have informed LT in advance (e.g. adverse health condition, pregnancy or other contraindications).

5.3 Prospective rebates announced after the date of confirmation of the booking (contract conclusion) do not provide the client with any right to reduced price. Until the 21st day before the start of the stay LT is authorised to increase the stay price in case of the Czech Crown exchange rate used for determination of the stay price is increased on average by more than 10% in comparison with the rate valid at the day of start of validity of the topical price list. LT shall notify the client in writing about the price increase no later than 21 days before the start of the stay. The price increased this way would apply for all the clients that have failed to pay fully for all the ordered services at the time of price increase. The rebates stated in the LT materials can only be granted if the client complies with the conditions for granting the rebates. Unless stated otherwise, the rebates cannot be added to one another or combined otherwise.

5.4 On the day of end of the stay the LT will issue for the client a bill for the services rendered, in which bill the reimbursed advance payment will be considered. The client is bound to pay the prospective difference in cash, by payment card or voucher at the reception office of the relevant spa resort building or in the reception office no later than the last day of stay or last day of getting the services.

6. CHANGES IN THE AGREED SERVICES

6.1 Before the start of the stay

- a) If LT must, due to objective reasons, change the agreed conditions before the start of the confirmed stay, LT can propose a change in the order/contract. If the change proposed results in price change of the stay, the new price will be included in the proposal. In such an instance the client has the right to decide if he/she will agree to the change or if he/she will withdraw from the contract/order without cancellation fees, whilst the reimbursed price will be returned to him/her. If the client fails to withdraw from the contract/order within 5 days after reception of the proposal to the order/contract change, it is deemed that he/she agrees to the change and he/she is bound to pay the price differential within the same period. If this obligation of the client towards LT is breached, LT can withdraw from confirmation of the order/contract, which does not exclude the LT's right for damage compensation. The provision applies also for the case of change in GBT.
- b) Under the terms of the above GBT provision, the client has the right to withdraw from the order/contract in these instances:
 - If LT cancelled the services or stay or changed the programme substantially. Change in the accommodation or catering facility is not considered to be a substantial change, if accommodation or catering is provided at the same or higher level and LT could not influence the circumstances.
 - If the trip price is increased by more than 10%.
- c) If the stay or rendering of the agreed services is prevented due to extraordinary circumstances, such as war, earthquake, uprising, strike, epidemic, extreme weather or other natural phenomenon or other circumstances caused by force majeure, or if the safety, health or lives of clients might be endangered otherwise and if such circumstances could not be foreseen at the time of concluding the contract, LT is authorised to cancel the stay. In cases listed in this item, LT will offer the client a different date of stay or the client will receive the reimbursed price of the cancelled stay. In this respect the client has no right to any other compensation.

6.2 In case of urgency and in cases of protection of interests of the clients, LT is authorised to carry out operative changes in the programme and services during the stay and the pre-determined programme and pre-agreed services may not be provided. In such instances LT is bound:

- Ensure substitution programme and services at the same quality level and scope, or very similar level to the originally agreed conditions, and at the same time to ensure, in a maximum possible level, maintaining the original nature of the stay or services.
- Modify the prices of stay and services as per the implemented changes in the programme and services if the scope and quality of the agreed services has been compromised.

6.3 Individual claims will be addressed on a case by case basis. If such circumstances arise whose emergence, course and consequences cannot be influenced by LT activities or if such circumstances arise that have been influenced by the client himself/herself by non using fully or partly the ordered and reimbursed services (e.g. accommodation, catering, treatment, transport services, trips etc.) or if he/she cannot use them (existence of contraindication etc.), the client will not have right for reimbursement or reduction of the price, unless agreed otherwise.

6.4 The client has the right to ask the LT to change the order/contract. If the GBT are adhered to, a change in the person who will stay in the spa resort is free of any charge. The client is bound to pay LT a flat rate of 300 CZK/1 person for each individual change, if such a change constitutes a substantial change of the concluded order/contract (e.g. change in the duration of stay, change in the accommodation facility etc.).

6.5 The other fees for administrative acts associated with arrangement of above-standard services will be set on an individual basis and after agreement with the customer.

7. WITHDRAWAL FROM THE CONTRACT

7.1 The client is entitled to withdraw from the contract/order under the conditions listed hereinafter anytime before the start of the stay/getting the services. The client must cancel the stay in writing and in an unambiguous way. The time of delivery of written notice on cancellation of the stay to LT is decisive for determination of the time of cancellation of the stay.

7.2 If the reason for client's withdrawal is not due to a breach of LT obligations stated in the confirmation of the order/contract or stipulated in the 159/1999 Act or if LT withdraws from the confirmed order/contract before start of the stay due to breach of obligations on the part of the client, the client is bound to pay LT cancellation fee in the level specified below. LT is authorised to count the cancellation fee receivable against any client's receivable/claim against LT.

7.3 At determination of the number of days for the purpose of calculation of the cancellation fee, the day when LT received information on cancellation for the first time is also included into the determined number of days. To the contrary, the planned day of start of the stay as per the order is not included.

7.4 The cancellation fees are charged for each signed on client from the overall price of ordered services as follows:

- Within 30 days before the first service: 500 CZK/1 person.
- 29-21 days before the first service: 10% of the determined price/1 person, however 500 CZK as a minimum.
- 20-14 days before the first service: 30% of the determined price/1 person, however 500 CZK as a minimum.
- 13-07 days before the first service: 50% of the determined price/1 person, however 500 CZK as a minimum.
- 06-03 days before the first service: 75% of the determined price/1 person, however 500 CZK as a minimum.
- 02 and fewer days before the first service, or without notice: 100% of the determined price/1 person, however 500 CZK as a minimum.

7.5 Cancellation fees will not usually be charged in case the following circumstances prevented the client to stay in the spa resort: sudden illness or injury – confirmed with a physician's certificate, natural disaster, death in family (parents, spouse, child). In case of cancellation of the stay, the client shall pay for the bank fees associated with return of the remaining financial means to his/her account.

8. COMPLAINTS

8.1 In case the stay or other considerations do not comply with the contractual terms, the client has the right to complain – in any reasonable ways. The relevant contacts are stated in chapter 3 of these GBT. The complaint can also be lodged at the external vendor that had mediated the contractual relationship. In principle the written form of complaint is recommended and clear identification of the issues about which the complaint is raised. The client should then be proactive at resolving the situation about which the claim was raised. In case the complaint is submitted with unnecessary delay, the client exposes himself/herself to the risk that the right for the recognition of the complaint and recognition of the damage emerged later on will be reduced, limited or cancelled – which would not have happened, if the client had lodged the complaint in time and acted proactively. The client is aware that raising complaints at the very site of stay is aimed in particular at immediate resolving the issue at the very site.

8.2 If a complaint is justified, LT will preferentially provide a substitute service – or will provide relevant compensation. Unless the shortcoming is remedied, the relevant employee will develop a complaint protocol - jointly with the client. The client is bound to dully cooperate for remedy of the complaint. If LT carries out effective activities that logically ensue in presumption of full-fledged remedy of the complained situation at the very site and they are declined by the client, this excludes the possibility of any following compensation after the end of the stay. The topic of the complaint procedure (financial compensation) can only be the services that are included in the contractual agreement and are subject to payment. The right for complaint must be exercised without unnecessary delay, however no later than 3 months after the end of the stay/rendering of the service. LT is bound to provide it position about the complaint within 30 days after reception of the complaint. In cases when it is necessary to ask for positions of third persons/entities, the period for settling the complaint can be prolonged by another 30 days.

8.3 LT has no responsibility and provides no guarantees for level, prices or prospective damage concerning the services that have failed to be agreed in confirmed order/contract or for services rendered by third entities ordered by the client at the site and on his/her own. The following cannot be complained about: such damage and asset losses suffered by the client that are covered by insurance contract concerning travel and stay insurance or such damage and asset losses that have been excluded explicitly from the scope of insurance coverage. LT is quite absolved from full or partial consideration and financial compensations if damage has been caused by a third party.

9. INSURANCE

9.1 Pursuant to the 159/1999 Act, LT has concluded obligatory insurance contract, when it acts as a travel agency, on the basis of which the client has the right for compensation in cases when the travel agency, due to its bankruptcy, does not return the reimbursed advance payment or price of trip in case the trip does not take place. The client is also secured if the agency fails to return the client the difference between the reimbursed price of the trip and the price of partly rendered trip (in case the trip only takes place partly). LT does not ensure travel insurance, insurance for the cases when costs arise to the client in association with his/her withdrawal from the contract or any other insurance of the clients. Such insurance can be ensured by the clients themselves with commercial insurance houses.

10. VALIDITY AND EFFECTIVENESS

10.1 These General Business Terms apply for all trip participants, persons on stays and persons getting services and they come into force from 1 June 2010.

10.2 All the information and advice that comprise the binding content of these GBT are in compliance with positive legislation and all circumstances known and available at the time of printing. Nevertheless, LT stipulates the right to carry out updates and changes/amendments. Pursuant to the section 10, subsection 2, of the 159/1999 Act, as amended, LT stipulates the right to change the substantial data stated in the product offer before concluding contractual relationships.

10.3 These GBT are always inseparable parts of confirmed orders/contracts concluded with the clients as well as of any distributed commercial offers of LT concerning the stays and services to which these GBT apply. The GBT are freely available at the LT vending places, where further information can also be obtained whenever so needed. The topical wording of the GBT can always be found at LT internet pages: www.lazneteplce.cz.

10.4 If any of the provisions of these GBT becomes void, ineffective or unenforceable for any reason whatsoever, this will not affect the validity of the other provisions. This does not apply, if the binding positive legislation states otherwise.