

# OBLÍK RESORT

## Accommodation Agreement – Resort Oblík

I.H.FARM s.r.o. company ID Number: 247 61 061, Praha 1 - Nové Město, Opletalova 1323/15, okres Praha HL.m., PSČ 11000 (hereinafter referred to only as the “**Accommodation Provider**”)

### PREAMBULE

The Accommodation Provider hereby, in its capacity as a provider of accommodation in farmhouse statku Oblík, at Raná 28, 43 924, Louny, concludes this Accommodation Agreement with the above-mentioned Guest, which determines further rights and obligations in relation to accommodation, arranged via on-line platforms (empirent.cz, booking.com, airbnb.com, expedia.com etc.) or directly with the Accommodation Provider. The contractual terms and conditions of the Guest's confirmed reservation, performed on one of the on-line platforms or directly with the Accommodation Provider remain unaffected by this Agreement.

The subject of this Agreement is provision of temporary accommodation in the fully-furnished Accommodation Facility for the agreed period of use, subject to the conditions determined in the Guest's confirmed reservation and herein.

If mention is made in this Agreement of the Guest, this person shall, in the respective situations, be understood not only to be the Guest himself/herself, but also any other accommodated guests (as specified in the header of this Agreement) or other persons who are present in the Accommodation Facility (the building) in relation to residence there by the Guest and/or other accommodated guests.

Accommodation of the Guest by the Accommodation Provider in the Accommodation Facility shall be governed by the Guest's reservation, or confirmed reservation, by this Agreement, the Accommodation Rules and by the contractual terms and conditions of the on-line platform, unless these conflict with the above-mentioned documents.

### Check-in

1. The Guest shall be obliged, on arrival, to prove his/her identity with a valid ID document (personal ID card or passport) and to truthfully state all information for entry into this Agreement. If the Guest refuses to present his/her personal ID document, the Accommodation Provider shall not be obliged to provide him/her accommodation.
2. The Accommodation Provider reserves the right to refuse to provide a Guest or other checked-in Guests accommodation if any of these persons are under the influence of alcohol or other drugs. The Accommodation Provider shall not in such a case be obliged to arrange alternative accommodation for the Guest.
3. Exercising of the right to refuse the Guest for the reason specified in art. 1.hereof shall not lead to termination of entitlement on the part of the Accommodation Provider to settlement of the consideration pursuant to the Guest's confirmed reservation in full, i.e. the Guest shall be obliged in such a case to pay the Accommodation Provider the agreed price for accommodation the same as if the originally agreed scope of accommodation had been provided.

### Payments and deposit

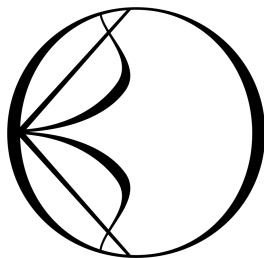
1. The price for the stay, i.e. the consideration paid by the Guest for the accommodation provided in the Accommodation Facility, is determined in the Guest's confirmed reservation.
2. Unless entitlement is created for the Accommodation Provider in compliance with the cancellation conditions, the price of the stay shall be payable on the first day of the Guest's stay, no later than on performance of check-in. In compliance with the conditions of some of the on-line platforms, settlement of the price of the stay may already be performed before the first day of the Guest's stay.
3. The deposit provided by the Guest for the purpose of securing any possible claims by the Accommodation Provider against the Guest by virtue of damage incurred or by virtue of payment of fees incurred pursuant to this Agreement, is determined in the Guest's confirmed reservation.
4. The Guest authorizes the Accommodation Provider to block the deposit on his/her credit card.
5. The deposit shall be returned in full at the end of the stay, unless entitlement is created for the Accommodation Provider to compensation for damage from the Guest or creation of the obligation to pay a fee pursuant to this Agreement on the part of the Guest.

### Check-out

1. The Guest shall be obliged to vacate the Accommodation Facility on the specified date and at the specified time. In the event of failure to comply with the check-out time, the Guest may be charged a fee for addition night at the Accommodation Facility
2. Check-out shall be performed in person with a representative of the Accommodation Provider, unless a different method of check-out is specified.
3. The Guest shall be obliged to hand over the accommodation unit in the same condition as the start of his/her stay (clean and undamaged), regular cleaning of the accommodation unit is included in the price of the stay. If the accommodation unit is handed over in a condition requiring more than regular cleaning, the Guest may be charged a fee up to EUR 200.
4. When leaving the accommodation, the guest is obliged to make sure that all taps, windows and main doors are closed and all appliances, lights and other technologies (except the gas boiler) are switched off.
5. If the Guest leaves any items in the Accommodation Facility by mistake, these shall be sent to the specified address subject to request by the Guest and at his/her cost.

### Rules of the Accommodation Facility

1. Moving or relocation of furniture is forbidden. It is forbidden to remove any fixtures and fittings pertaining to the Accommodation Facility from the Accommodation Facility.
2. The Guests may use the equipment of the Accommodation Facility during their stay (water reservoir, outdoor seating including outdoor grill and other equipment of the Accommodation Facility).
3. The Accommodation Facility is NON-SMOKING. In the event of breach of this article, the Guest may be charged a fee in the amount of up to EUR 200.



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4. There is a strict prohibition on manipulation with open fire in the Accommodation Facility. Candles/incense and other open fire decorations are not allowed in the Accommodation Facility. In the event of breach of this article, the Guest may be charged a fee in the amount of up to EUR 500.
5. The guest acknowledges that he is moving on the premises of the agricultural area. It is forbidden to enter the premises used for agricultural production. There is also a strict ban on entering animal enclosures.
6. There is a strict ban on any feeding of all animals in the area of the farmhouse Oblík. Animals have their own regime and their diet. In case of violation of this article, the guest may be charged a fee of up to EUR 500, which, however, does not exclude the claim for damages.
7. For safety reasons, it is not allowed to leave children under the age of fifteen unattended at the farmhouse Oblík. The Guest is responsible for any damage caused by them, and for damage to the health of the children.
8. Swimming in a water reservoir on the grounds of the farmhouse Oblík is at your own risk. Children under the age of fifteen are only allowed to swim in the water reservoir in the presence of a legal representative or other adult.
9. Guests' vehicles can be parked only in places designated by the Accommodation Provider.
10. The Guest is obliged to report to Accommodation Provider at the start of accommodation the license plate of his/her vehicle/s, especially for the purpose of monitoring the movement of vehicles in the Accommodation Facility.
11. Photography and making of audio-visual recordings of the Accommodation Facility or building for commercial purposes is forbidden. In the event of breach of this provision, the Guest may be charged a fee in the amount of up to EUR 500.
12. The Accommodation Facility may only be used together with the Guest by the other accommodated guests listed above. If accommodation of any other party than an accommodated Guest is discovered, the Guest may be charged a fee in the amount of up to EUR 200 for each such person ascertained.
13. The Guest shall be obliged to behave responsibly and considerately towards the other persons in Accommodation Facility. Organizing parties and celebrations is allowed only with the prior consent of the Accommodation Provider, in case of violation, the guest may be charged a fee of EUR 200. The guest is obliged to respect the night peace from 22:00 to 07:00.
14. In the event of repeated breach of the Guest's obligation specified hereof, or in the event of especially serious breach of the Guest's obligations specified herein, the Accommodation Provider shall be entitled to terminate this Agreement without compensation. The Guest shall be obliged in such a case to immediately vacate the Accommodation Facility regardless of the time of day; the Accommodation Provider or security personnel shall be entitled, for the purpose of termination of the Guest's accommodation and return of the Accommodation Facility, to enter the Accommodation Facility, an audio-visual recording may be made of this operation. Termination of this Agreement and vacation of the Accommodation Facility shall have no impact on entitlement of the Accommodation Provider to settlement of the price of the stay in accordance with the Guest's confirmed reservation in full and entitlement on the part of the Accommodation Provider to any fees which may have been incurred pursuant to this Agreement, i.e. in such a case, the Guest shall be obliged to pay the agreed price of accommodation the same as if the originally agreed scope of accommodation had been provided and the Guest shall also be obliged to pay the Accommodation Provider all fees created in compliance with this Agreement before its termination.
15. All of the Guest's obligations specified in this section (Rules of the Accommodation Facility) apply not only to the Guest, but also for other accommodated guests and to all persons who are present in the Accommodation Facility (the building) in relation to residence there by the Guest and/or other accommodated guests. The Guest shall be liable in full for the actions and behavior of all such persons.
16. The Guest shall be entitled to claim the fee charged pursuant to this contract from the Accommodation Provider in writing, this being without unnecessary delay, no later however than within 10 days of the fee having been charged to the Guest, otherwise the right to claim the fee charged shall expire. The Accommodation Provider shall be obliged to handle the Guest's claim without unnecessary delay, no later however than within 30 days of delivery of the Guest's written claim.
17. The Guest acknowledges that the Accommodation Facility is equipped with a CCTV system that continuously captures some indoor and outdoor common areas of the Accommodation Facility and other the premises to ensure the safety of Guests and their property. This CCTV system records the premises in accordance with the legislation.
18. Swimming pool – Jumping into the water, running around the pool area, and bringing glass items to or into the pool are strictly prohibited.
19. Outdoor activities (including archery and the outdoor gym) – All activities are carried out entirely at your own risk.

#### **Compensation for damage and exemption from liability**

1. The Guest shall be obliged to provide the Accommodation Provider compensation for all damage incurred during the Guest's stay in the Accommodation Facility, with the exception of damage which occurred with no causal relation to the Guest's stay.
2. The Accommodation Provider shall not be liable for direct or indirect damage which may occur as a result of use of the Accommodation Facility by the Guest, if this damage would have also occurred otherwise or if the damage was caused by the Guest or a person present in the Accommodation Facility (the building) in relation to residence there by the Guest.
3. The Guest shall be obliged to ensure that no valuables are left in the Accommodation Facility during his/her absence. The guest shall be obliged to store money and all valuables in the room safe, if available. The Accommodation Provider shall not be liable for items stored outside the safe.
4. Entitlement to compensation for damage must be claimed for from the Accommodation Provider without unnecessary delay, no later however than within 15 days of the date on which the Guest learnt of the damage.

#### **Personal data protection and processing principles**

1. The personal data and processing principles are governed by the personal data protection and processing policy published on the Accommodation Provider's website.