TERMS AND CONDITIONS

for the provision of accommodation services at Apartmány U Kostela

1. Introductory Provisions

1. These Terms and Conditions (hereinafter the “Terms”) govern the rights and obligations between the operator of the Apartmány U Kostela accommodation facility (hereinafter the “Accommodation Provider”) and the person ordering accommodation services (hereinafter the “Guest”).
2. Accommodation services are provided at Apartmány U Kostela, Kostelní náměstí 193/8, Cheb, Czech Republic.
3. The Accommodation Provider is:

Dopega s. r. o. (Petr Bubanec)

Company ID: 17116287

VAT ID: CZ17116287

Registered office / place of business: Na Vyhlídce 2517/33, Cheb 350 02, Czech Republic

E-mail: apartmanycheb@seznam.cz

Telephone: 604 74 24 83, 603 53 19 19

Website: apartmanyukostela.eu

(hereinafter the “Accommodation Provider”).

4. The Accommodation Provider provides accommodation services in accordance with the applicable laws of the Czech Republic, in particular the Civil Code.
5. These Terms form an integral part of the accommodation agreement. By making a reservation, the Guest confirms that they have read and agree to these Terms.

2. Subject of the Agreement

1. The subject of the agreement is the Accommodation Provider’s obligation to provide the Guest with temporary accommodation in a specific room or apartment at Apartmány U Kostela for the period stated in the reservation, and the Guest’s obligation to pay the agreed price.
2. The specific room or apartment, number of guests, dates of stay, price and any additional services ordered are stated in the reservation confirmation.
3. Accommodation services may be booked through:
   – the Apartmány U Kostela website,
   – the Accommodation Provider’s booking system,
   – telephone or e-mail,
   – booking platforms, in particular Booking.com, Airbnb or another intermediary.
4. Where a reservation is made through a third party, the terms and conditions of the relevant booking platform may also apply. In the event of a conflict between these Terms and the terms of the relevant booking platform, the terms presented at the time of booking shall apply to that reservation where they are binding on the Guest.

3. Reservations and Conclusion of the Agreement

1. A reservation may be made through the online booking system, by e-mail or telephone, or through a booking platform.
2. When making a reservation, the Guest must provide truthful and complete information necessary to process the reservation properly and provide the accommodation.

3. After making an online reservation, the Guest will receive a reservation confirmation at the e-mail address provided.
4. The accommodation agreement is concluded when the Accommodation Provider confirms the reservation, or when the booking system or intermediary confirms the reservation to the Guest, depending on the booking method.
5. The Accommodation Provider reserves the right to refuse a reservation if the requested dates are unavailable or if the Guest provides false or incomplete information.

4. Accommodation Price and Payment Terms

1. The accommodation price is stated in the relevant offer or during the booking process.
2. The price is stated in Czech koruna, or in another currency supported by the relevant booking system.
3. The price may cover accommodation only or may also include additional services, such as breakfast. The scope and price of the services are always stated before the reservation is completed.
4. Breakfast is served as a buffet. If offered as an additional service, its price is not included in the accommodation price unless otherwise stated for the specific reservation.
5. Payment may be made using the method specified in the booking system or reservation confirmation.
6. If advance payment is required, the Guest must pay the price by the deadline and using the method specified in the reservation.
7. If the required amount is not paid by the specified deadline, the reservation may be cancelled unless otherwise agreed with the Guest.
8. Any local fees, where applicable, shall be charged to the Guest in accordance with the applicable laws and relevant municipal regulations.

5. Arrival and Departure

1. The standard check-in and check-out times are stated in the reservation confirmation or in the information sent to the Guest before arrival.
2. Accommodation at Apartmány U Kostela may be provided using self-check-in.
3. Once the reservation conditions have been met and the required price has been paid, the Guest will receive the arrival information and access codes from the Accommodation Provider or through the Alfred virtual reception service.
4. The Guest may use the access codes only for themselves and the persons included in the reservation and must not disclose them to unauthorised third parties.
5. Early check-in or late check-out may be arranged only by prior agreement and subject to availability.
6. The Accommodation Provider reserves the right to charge a fee for late check-out if the Guest leaves after the agreed time without prior agreement.

6. Cancellation Policy and Cancellation of Reservations

1. The Guest may cancel a reservation using the method stated in the reservation confirmation or through the booking system, or by contacting the Accommodation Provider.
2. The conditions for free cancellation, if any, and the amount of any cancellation fee are stated in the relevant offer before the reservation is completed and in the reservation confirmation.
3. If free cancellation is available for a specific reservation, the Guest may cancel without a cancellation fee by the deadline stated in the reservation confirmation.
4. If the reservation is cancelled after the free-cancellation period has expired, the Guest may be charged the cancellation fee specified in the conditions for that reservation.

5. If the Guest fails to arrive without cancelling the reservation in advance (“no-show”), the Accommodation Provider will apply the cancellation conditions specified for that reservation.
6. If a reservation made through Booking.com, Airbnb or another intermediary is cancelled through that platform, the cancellation conditions stated for that reservation on the platform shall also apply.
7. The general consumer right to withdraw from a contract within 14 days without giving a reason does not apply to an accommodation contract for a specific date or period. This is a statutory exception for accommodation services provided on a specific date or during a specific period.

7. Refund Policy

1. If the Guest is entitled to a refund under the agreed terms or applicable law, the Accommodation Provider shall refund the relevant amount without undue delay, generally using the same payment method as the original payment, unless the parties agree otherwise. The Guest may be asked to provide the information necessary to process the refund.
2. Any refund is subject to the cancellation conditions applicable to the specific reservation, the terms stated when additional services were ordered, and the applicable laws. Cancelling a reservation does not automatically entitle the Guest to a full refund; the conditions agreed for that reservation shall determine the amount refundable.
3. If the Accommodation Provider cancels a confirmed reservation and provides neither the agreed accommodation nor an alternative arrangement accepted by the Guest, the Accommodation Provider shall refund payments received for services not provided. This does not affect any other rights the Guest may have under applicable law.
4. For reservations made through Booking.com, Airbnb or another intermediary, refunds shall be processed in accordance with the platform’s terms and payment procedures, where applicable to the reservation.
5. A refund does not apply to amounts that the Accommodation Provider is entitled to retain or charge under the applicable cancellation conditions, such as an agreed cancellation fee, without prejudice to the Guest’s statutory rights.

8. Defective Performance and Complaints Regarding Accommodation Services

1. The Accommodation Provider must provide accommodation services in accordance with the agreed conditions and at an appropriate standard.
2. If the Guest discovers a defect or shortcoming relating to the accommodation, they must notify the Accommodation Provider without undue delay, preferably during the stay, so that the issue can, where possible, be resolved immediately.
3. The Guest may submit a complaint:
   – by e-mail to apartmanycheb@seznam.cz,
   – by telephone on 604 74 24 83,
   – in person to the Accommodation Provider or through a contact person.
4. The Accommodation Provider shall deal with the complaint without undue delay and, depending on the nature of the defect, propose a remedy or another appropriate solution.
5. If the defect cannot be remedied on site, the Guest may, where the complaint is justified, request a reasonable price reduction or another solution appropriate to the nature of the defect and the applicable laws.
6. The Guest must provide reasonable cooperation necessary for the Accommodation Provider to assess and remedy the reported defect.

9. Guest Obligations and Rules of Stay

1. The Guest must:
   – use the room or apartment properly and only for its intended purpose,
   – comply with the rules of the accommodation facility,
   – respect quiet hours and the rights of other guests and neighbours,
   – protect the furnishings and equipment of the property from damage,
   – comply with safety instructions,
   – report any damage or defect to the Accommodation Provider without undue delay.
2. The Guest must not allow persons who are not listed in the reservation to stay at the property without the Accommodation Provider's prior consent.
3. The Guest is liable for damage to the Accommodation Provider's property caused by the Guest or by persons for whom the Guest is responsible.
4. The Accommodation Provider may claim compensation for damage caused by the Guest in accordance with the applicable laws.
5. Smoking is prohibited in areas where smoking is not permitted.
6. If pets are permitted in a specific room or apartment, their stay must be included in the reservation in advance. Any applicable fee shall be charged according to the current price list.

10. Liability for Guests' Belongings

1. The Accommodation Provider is liable for items brought by the Guest into the accommodation facility to the extent provided for by the Civil Code.
2. The Guest must secure their personal belongings properly and lock the room or apartment when leaving it.
3. The Accommodation Provider recommends that valuables not be left unattended in the room.
4. The Guest must notify the Accommodation Provider without undue delay of any loss of or damage to their belongings.

11. Personal Data Protection

1. The Accommodation Provider processes Guests' personal data in accordance with applicable laws, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and related Czech legislation.
2. Personal data are processed primarily for the following purposes:
   – processing reservations,
   – concluding and performing the accommodation agreement,
   – communicating with the Guest,
   – complying with the Accommodation Provider's legal obligations,
   – maintaining accounting and tax records,
   – where applicable, fulfilling obligations relating to the registration of accommodated persons.
3. Detailed information about the processing of personal data is provided in a separate document, Privacy Policy, published on the Apartmány U Kostela website.

12. Out-of-Court Consumer Dispute Resolution

1. If a consumer dispute arises between the Accommodation Provider and a Guest acting as a consumer and the parties are unable to resolve it by mutual agreement, the consumer may submit a proposal for out-of-court dispute resolution.
2. The body responsible for out-of-court consumer dispute resolution is:

Czech Trade Inspection Authority – ADR Department

Štěpánská 567/15

120 00 Prague 2

Website: https://adr.coi.cz/

3. The Czech Trade Inspection Authority provides detailed information about out-of-court consumer dispute resolution.
4. The Accommodation Provider is not bound by any code of conduct in relation to consumers unless otherwise stated on the website.

13. Contact Details and Communication

All communication between the Accommodation Provider and the Guest may take place electronically, in particular by e-mail.

Accommodation Provider's contact details:

Apartmány U Kostela

Dopega s. r. o. / Petr Bubanec

Company ID: 17116287

Address: Na Vyhlídce 2517/33, Cheb 350 02, Czech Republic

E-mail: apartmanycheb@seznam.cz

Telephone: 604 74 24 83, 603 53 19 19

3. The Guest must keep the contact details provided in the reservation up to date so that they can be contacted if necessary.

14. Final Provisions

Legal relations between the Accommodation Provider and the Guest are governed by the laws of the Czech Republic.

If the Guest is a consumer, this provision does not affect any rights granted to them by mandatory provisions of applicable law.

The Accommodation Provider may amend or supplement these Terms. For a specific reservation, the version of the Terms in force at the time the reservation agreement is concluded shall apply, unless otherwise provided by law.

The current version of these Terms is published on the Apartmány U Kostela website.

These Terms and Conditions take effect on 1 October 2026.

Apartmány U Kostela

Dopega s. r. o.

Company ID: 17116287