

GENERAL TERMS AND CONDITIONS

TINY VACATION

Art. I General provisions

1. Marcela Staňková, with its registered office at Mladotice 58, 39701 Drhovle, IČO: 08199345 (hereinafter referred to as the "Operator"), hereby issues pursuant to § 1751 of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as Code "), these GENERAL BUSINESS CONDITIONS (hereinafter referred to as" GTC ").

2. The subject of these GTC of the Operator is to modify the conditions for the provision of accommodation and related services to the Client (hereinafter referred to as the "Client"). The GTC are an integral part of all arrangements between the Operator and the Client., the Client acknowledges the following GBC as binding for all performance related to the subject of the GBC.

Art. II Booking and reservation of accommodation

1. To book your stay at TINY VACATION you can:

- on the website www.tinyvacation.cz by filling in and sending the form in writing by e-mail to info@tinyvacation.cz
- possibly via other web interfaces where accommodation in Tiny vacation is offered
- by phone - the order is considered accepted only after its subsequent written confirmation by the Client.

2. The stay can also be ordered through the Operator's contractual partner.

3. The Client may order the services for himself or for the benefit of a third party. The Operator shall confirm the order of services to the Client in writing. The order must contain the following information:

- name and surname of the Client
- date of stay
- Client's contact details, telephone number, permanent address, e-mail
- number of people

4. The Operator shall process and confirm the order of services in the form of a Reservation within 24 hours. The Operator may set an option, reject the order or propose changes to the Client (deadline, etc.)

5. The Client is obliged to acquaint himself with the confirmation of the Reservation and to notify the Operator of any changes in writing within 24 hours at the latest.

6. Without the written confirmation of the Reservation by the Provider, the Reservation is invalid.

7. Reservation of services becomes binding after sending the signed Reservation by the Client back to the operator electronically and by paying the price of the stay, see. Art. III of these GTC (Accommodation Prices and Payment Terms).

Art. III Accommodation Prices and Payment Terms

1. The price of accommodation is determined according to the current price list of the Operator and rates of fees related to accommodation. The current price list is available on the Operator's website www.tinyvacation.cz. The operator is not a VAT payer.

2. The price includes: water consumption and el. energy, bed linen and towels.

3. The Operator reserves the right to adjust prices in the event that between the acceptance of the Order by the Operator and the realization of the stay there is a change in legal and especially tax regulations and other changes due to so-called "force majeure". In such a case, the Operator is obliged to notify the Client of the price adjustment, including its justification, without undue delay, at the latest before the start of the stay.

4. Reservation of services becomes binding upon payment of 100% of the accommodation price.

5. A deposit of 30% of the total price for accommodation is charged for stays distant 3 months or more from the time the order is placed by the Client, and is payable no later than 5 days from the confirmation of the Reservation by the Operator. Payment of the advance shall mean crediting the relevant amount to the bank account of the Operator, unless agreed otherwise. If the advance payment is not properly paid by the Client, the Operator reserves the right to cancel the agreed Reservation. The remaining 70% of the total price will be paid by the client 14 days prior to arrival on the basis of an invoice sent by the operator.

6. The Client is obliged to pay the price for accommodation or advance payment:

- by transfer to the Operator's bank account 1215835042/3030, maintained with Air Bank, based on the issued tax document.
- by credit card directly at www.tinyvacation.cz
- possibly through a selected contractor providing accommodation in TINY VACATION

7. Upon arrival, the Operator may request the payment of a refundable deposit of CZK 3,000 or an equivalent amount in EUR according to the CNB (the Czech National Bank) exchange rate list.

8. Additional payment for accommodation (for stays where a 30% deposit is invoiced) must be paid before the start of the stay and credited to the Operator's bank account no later than 1 week before the start of the stay, unless otherwise agreed in writing by the contracting parties.

9. In case the Client is in delay with payment of the payment for the ordered accommodation, the Operator has the right to cancel the already confirmed Reservation and to request payment of cancellation fees according to valid cancellation conditions.

Art. IV Cancellation policy

1. In case of cancellation of a binding reservation 180 days or more before the planned start of the stay, the deposit is returned to the Client in 100% of the paid amount without a payment transfer to the account specified by the Client for the refund of the deposit.
2. Upon cancellation of a binding reservation 60 days to 180 days inclusive before the scheduled start of the stay, the deposit is refunded in the amount of 70% of the amount paid by the bank transfer to the account specified by the client for the refund of the deposit.
3. If the reservation is cancelled less than 60 days, including before the planned start of the stay with the payment of 100% and the client does not refund the deposit.
4. Transfer of paid deposit to a different booking date on accommodation reservation is not possible, unless the Operator and the client agree otherwise in writing.

Art. V Rights and Obligations of the Client

1. The Client has the right to use the house, adjacent garden and parking space for an agreed time of stay. The house is handed over to the Client on the agreed day from 4:00 pm to 8:00 pm unless the Operator and the Client do not agree otherwise. If no other arrival date or later arrival time is accepted or agreed by the Client within this hour, the Reservation shall be deemed canceled and the Client will be charged a cancellation fee of 100% of the advance payment.
2. On the day of termination of the stay the Client is obliged to release the house by 11:00.
3. Only two persons (the maximum house capacity) can be accommodated with a valid identity document (identity card, passport). The Operator shall enter the identification data from the document in the Guest Book. The Client's data is handled in accordance with Act No. 101/2000 Coll., On Personal Data Protection. The Operator is entitled to use the transferred personal data of the Client only for the concluded contractual relationship between the Operator and the Client, or for fulfilling the reporting duty to the Police of the Czech Republic.
4. The Operator reserves the right not to accommodate unannounced persons.
5. Accommodation of pets is not allowed.
6. Upon entering the accommodation facility, the Client is obliged to take over the set of keys from the house and the entrance gate. The Client is obliged to notify the Operator of the loss of the key set or its parts without undue delay. The key set is the property of the Operator. In case of loss, the Client is obliged to pay the expenses related to the replacement of the cylinder, keys etc., resp. additional costs that the Operator will be obliged to incur to eliminate the consequences caused by this loss.
7. The Client is obliged to treat the Operator's property with care. The Client is obliged to report any discovered defect or damage to the device to the Operator immediately. The Client is obliged to maintain order and cleanliness in the cottage and garden area of the accommodation facility. The Client is obliged to respect the night peace between 22:00 and 6:00. The Client is obliged to secure private (brought) things so that they cannot be stolen. The Operator does not insure these things and, due to the nature of the accommodation facility and the operating conditions, does not guarantee these things.

8. The Client has the right to complain about possible shortcomings of provided accommodation. He / she is obliged to file a complaint in a timely manner, without undue delay, so that the remedy can be rectified, if possible on the spot. Detailed conditions of the complaint are set out in Article VII. Complaint

9. The Client is obliged to hand over the house to the Operator in the state in which it was taken over. If the Client fails to hand over the apartment to the Operator in the state in which it was taken over, the Operator is entitled to demand compensation from the Client for any damage incurred.

10. The Client is obliged to leave the house on the day of departure and hand it over to the Operator, including all particulars, by 11:00 am. If the Client does not release the house within the specified time, the Operator is entitled to charge the Client the next day of stay or evict the Client's personal luggage and ensure that the rights of other Clients are not restricted.

11. In particular, the Client is prohibited from:

- to allow entry, stay and sleep to the third persons in the house
- borrowing of accommodation keys to third parties,
- move furniture or interior furnishings without the consent of the Operator
- smoke inside the house
- interventions in the distribution of electricity, water and heating
- bring it into the accommodation facility and have it in the user space, resp. room: flammable, explosive and flammable substances, weapons, drugs (including marijuana), bulky items, gas appliances, electric direct heating appliances
- modify or replace door locks
- pollute the house and its surroundings
- keep animals of all kinds in the house

12. Accommodation of other persons in the house (which were not registered by the Operator upon arrival) without the Operator's knowledge is inadmissible and results in immediate cancellation of the stay without compensation. In this case, the unused part of the rental price is a contractual penalty.

13. The right to accommodation in an accommodation facility expires on the last day of the period for which the accommodation services are paid.

14. The right to accommodation terminates immediately if the Client violates these GTC or grossly violated good morals and public order.

Art. VI Rights and Obligations of the Operator

1. The Provider may extend the Client's stay only if the Provider has available capacity.
2. In the event that the Client terminates his / her stay earlier than agreed in the Reservation confirmation, the Operator has the right to charge the Client the amount for the entire stay.
3. The Operator is entitled to terminate the provision of services to the Client and withdraw from the contract with immediate effect and without the Client's right to a refund if:
 - the Client deliberately or negligently damages the Provider's property, or its behavior is contrary to good morals, violates public order or harasses the behavior of a third party
 - the Client's health endangers the health of third parties
 - due to force majeure

Art. VII Complaints

1. The Client is obliged to lodge a possible complaint immediately after the defect has been found on the spot at the Operator or a person authorized by the Operator, so that the remedy can be remedied. The Operator is obliged to remedy the defect or deficiency in proportion to the given situation without undue delay. If the Client fails to make such a remedy, the Client, together with the Operator or a person authorized by the Operator, must write a record of the complaint stating the subject of the complaint and the statement of the Operator or its representative. The Protocol shall be signed by the Client and the Operator, or their representative. Delayed and unfounded claims will not be taken into account. In the case of different opinions of the Operator and the Client, on the basis of which it will not be possible to unambiguously resolve the claim, the Client agrees that the solution of the claim belongs to the Operator.

The Operator is obliged to respond to the complaint no later than 30 days after receiving the complaint with a proposal for a solution or rejecting the complaint with proper justification.

2. The subject of the complaint may be only non-functional equipment, substantial technical defects and poor-quality services, or additional services to an incomplete extent, if these were part of the contractual relationship.
3. If the Client fails to use the ordered and reserved services by the Operator for reasons on his / her side, he / she is not entitled to a refund or a discount.
4. The Client is obliged to notify the complaint of services during their use. Due to the nature of the services provided, complaints made after the termination of the services will not be taken into account.

Art. VIII Final provisions

1. These GTC are an integral form of Reservation of accommodation. The Client is obliged to get acquainted with the GBC before ordering services and booking the Reservation. The operator ensures the conditions for this by means of its website, on-line reservation forms, and on request. The General Terms and Conditions come into effect on July 1st, 2019. Changes and amendments to these terms and conditions may be individually modified between the Operator and the Client exclusively in writing.

In Mladotická Mlaka on July 1st, 2019.