**General Terms and Conditions**

**I. Basic provisions**

1. These general terms and conditions (hereinafter referred to as " **terms and conditions** ") are issued in accordance with § 1751 et seq. Act No. 89/2012 Coll., Civil Code
(hereinafter referred to as " **Civil Code** ")

Jiří Novák

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with registered office: Bedřichov 93, Špindlerův Mlýn, 543 51, registered in the trade register of the Kladno Municipality

Contact: e-mail: office@lesana.cz  phone: + 420 603 708 099 website: www.lesana.cz

(hereinafter referred to as " **seller** ")

2. These terms and conditions regulate the mutual rights and obligations of the seller and a natural person who concludes a purchase contract outside of his business activity as a consumer, or within the framework of his business activity (hereinafter: " **buyer** ") through a web interface located on a website available on the Internet at *www.lesana.cz* (hereinafter referred to as the " **online shop** ").

3. The terms and conditions are an integral part of the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of these terms and conditions.

**II. Information on prices, stays and accommodation, hereinafter referred to as "goods"**

1. Information about goods, including prices and their main features, is given for individual goods in the online store. Prices are inclusive of value added tax. Product prices remain valid for the time they are displayed in the online store. This provision does not exclude the negotiation of a purchase contract under individually agreed conditions.

2. All presentation of goods placed in the catalog of the online store is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods.

3. Any discounts from the purchase price of the goods cannot be combined with each other, unless the seller and the buyer agree otherwise.

**III. Order and conclusion of purchase contract**

1. The costs incurred by the buyer when using means of communication at a distance in connection with the conclusion of the purchase contract (costs of Internet connection, costs of telephone calls) are paid by the buyer himself.

2. The buyer orders goods in the following ways:

● through your customer account, if you have previously registered in the online store,

● by filling out the order form without registration.
● through an e-mail request sent to the address: hotel@lesana.cz

3. When placing an order, the buyer chooses the stay, date and method of payment.

4. Before sending the order, the buyer is allowed to check and change the data he entered in the order. The buyer sends the order to the seller by clicking the "order" button. The data listed in the order they are deemed correct by the seller. The condition for the validity of the order is the completion of all mandatory data in the order form and the buyer's confirmation that he has familiarized himself with these terms and conditions.

5. Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the e-mail address that the buyer entered when placing the order. This confirmation is automatic and is considered the conclusion of the contract.

6. In the event that the seller cannot fulfill any of the requirements stated in the order, he will send the buyer an amended offer to his e-mail address. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case by the buyer's confirmation of acceptance of this offer to the seller at his e-mail address specified in these terms and conditions.

7. All orders accepted by the seller are binding. The buyer can cancel the order until the buyer receives the notification of acceptance of the order by the seller. The buyer cannot cancel the order by phone or e-mail of the seller.

8. In the event that there was an error on the part of the seller when stating the price of the goods or in the availability of rooms in the online store, or during the ordering process, the seller is not obliged to provide the buyer with the goods at this incorrect price, even if the buyer was sent an automatic confirmation of receipt of the order according to these terms and conditions. The seller informs the buyer of the error without undue delay and sends the buyer an amended offer to his e-mail address. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case by confirmation of acceptance by the buyer to the seller's e-mail address. The seller cancels the original purchase contract with the new offer . The customer is not obliged to accept the new offer, in which case the reservation will be cancelled. If payment has already been made, the seller will fully refund the amount paid to the buyer.

**IV. Customer's account**

1. Based on the buyer's registration in the online store, the buyer can access his customer account. The buyer can order goods from his customer account. The buyer can also order goods without registration.

2. When registering for a customer account and when ordering goods, the buyer is obliged to enter all data correctly and truthfully. The buyer is obliged to update the data specified in the user account in case of any change. The data provided by the buyer in the customer account and when ordering goods are considered correct by the seller.

3. Access to the customer account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his customer account. The seller is not responsible for any misuse of the customer account by third parties.

4. The buyer is not authorized to allow the use of the customer account by third parties.

5. The seller can cancel the user account , especially if the buyer no longer uses his user account, or if the buyer violates his obligations under the purchase contract or these terms and conditions.

6. The buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the seller's hardware and software equipment, or maintenance of third party equipment.

**V. Payment terms and delivery of goods**

1. The price of the goods and any costs associated with the delivery of the goods according to the purchase contract can be paid by the buyer in the following ways:
● by cashless transfer to the seller's bank account : no 0138764329 / 0800 , registered at České Spořiteln y as Štefanikova 17/247, Prague 5 ,
IBAN CZ1208000000000138764329, SWIFT GIBACZPX

● cashless by payment card,

● by cashless transfer to the seller's account via a payment gateway,

2. In case of non-cash payment by bank transfer, the purchase price is payable within 10 days from the conclusion of the purchase contract.

4. In the case of payment via a payment gateway, the buyer follows the instructions of the relevant electronic payment provider.

5. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's bank account.

6. The seller requires an advance payment or payment of the purchase price from the buyer.

7. According to the Sales Registration Act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online.

8. The seller issues a tax document - an invoice - to the buyer. The tax document is available at any time at the request of the guest by e-mail or after the arrival of the guest.

**VI. Withdrawal from the contract**

1. A buyer who concluded a purchase contract outside of his business activity as a consumer has the right to withdraw from the purchase contract.

2. The deadline for withdrawing from the contract is one day from the date of the order.

3. The buyer cannot, among other things, withdraw from the purchase contract for the provision of services if they were fulfilled with his prior express consent before the expiry of the withdrawal period and the seller informed the buyer before concluding the contract that in such a case he does not have the right to withdraw from the contract.

4. To withdraw from the purchase contract, the buyer sends to the e-mail or delivery address of the seller specified in these terms and conditions. The seller will immediately confirm receipt of the form to the buyer.

5. If the buyer withdraws from the contract, the seller will return to him immediately, but no later than 30 days from the withdrawal from the contract, all funds by transfer to his bank account.

6. The seller is entitled to withdraw from the purchase contract due to the unavailability of the goods, in the given case the unavailability of the date of stay. The seller immediately informs the buyer via the e-mail address specified in the order and returns within 14 days from the notification of withdrawal from the purchase contract all funds received from him under the contract, in the same way, or in a way specified by the buyer.

**VII. Rights from defective performance**

1. The client reports the defect to the hotel immediately.

2. In the case of a defect that constitutes an insignificant breach of the contract (regardless of whether it is a removable or non-removable defect), the buyer is entitled to the removal of the defect or a reasonable discount from the purchase price, if the defect cannot be removed. The host has the right to offer alternative accommodation.

3. If a removable defect has occurred repeatedly after repair, the buyer has the right to apply for a discount on the purchase price.

4. When making a complaint, the buyer is obliged to tell the seller which right he has chosen. A change of choice without the consent of the seller is possible only if the buyer requested the repair of a defect that turns out to be irreparable. If the buyer does not choose his right from a material breach of contract in time, he has the same rights as in case of a non-material breach of contract.

5. If repair or replacement of goods is not possible, the buyer may request a refund of the purchase price based on withdrawal from the contract.

6. If the seller proves that the buyer knew about the defect in the goods before taking over or caused it himself, the seller is not obliged to comply with the buyer's claim.

7. The buyer cannot claim discounted goods for the reason for which they are discounted.

8. The seller is obliged to accept the complaint at any establishment and at the registered office or place of business. The seller is obliged to issue a written confirmation to the buyer of when the buyer exercised the right, what the content of the complaint is and what method of handling the complaint the buyer requests, as well as confirmation of the date and method of handling the complaint, including confirmation of the repair and its duration, or a written justification rejection of the complaint.

9. The seller or an employee authorized by him will decide on the complaint immediately. This period does not include the time appropriate for the type of service required for a professional assessment of the defect. Complaints, including defect removal, must be handled without delay. The futile expiration of this period is considered a material breach of the contract and the buyer has the right to withdraw from the purchase contract. The moment of application of the complaint is considered to be the moment when the will is expressed the buyer (exercise of the right from defective performance) to the seller.

10. The right from defective performance does not belong to the buyer, if the buyer knew before taking over the item that the item had a defect, or if the buyer himself caused the defect.

11. In the event of a justified complaint, the buyer has the right to compensation for the purposefully incurred costs incurred in connection with the application of the complaint. The buyer can exercise this right at the seller's place of residence, otherwise the court may not recognize it.

12. The buyer has the choice of the complaint method.

13. The rights and obligations of the contracting parties regarding rights from defective performance are governed by Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection.

14. Other rights and obligations of the parties related to the seller's responsibility for defects are governed by the seller's complaints procedure.

**VIII. Delivery**

1. The contracting parties may deliver all written correspondence to each other via electronic mail.

2. The buyer delivers correspondence to the seller to the e-mail address hotel@lesana.cz. The seller delivers correspondence to the buyer to the e-mail address specified in his customer account or in the order.

**IX Personal data**

1. All information provided by the buyer during cooperation with the seller is confidential and will be treated as such. If the buyer does not give written permission to the seller, the seller will not use the data about the buyer in any way other than for the purpose of fulfilling the contract, with the exception of e-mail addresses to which commercial messages can be sent, as this procedure is permitted by law, unless expressly refused. These messages can only concern similar or related goods and can be unsubscribed at any time in a simple way (by sending a letter, e-mail or clicking on a link in a commercial message).

2. By filling in your personal data, Jiří Novák, with registered office Bedřichov 93, 543 51 Špindlerův Mlýn, ID 65252446, becomes the administrator of your personal data. From the legal title of the legitimate interest, we record the account number, date of birth, tax identification number, email, social security number, first and last name, telephone number, 10 years. We process this data for the purpose of communicating with clients and arranging a reservation. The data is further processed by the accountant.

**IX Out-of-court settlement of disputes**

1. The Czech Trade Inspection with its seat at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: https://adr.coi.cz/cs is responsible for the out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform located at http://ec.europa.eu/consumers/odr can be used to resolve disputes between the seller and the buyer from the purchase contract.

2. The European Consumer Center Czech Republic with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz>is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on the resolution of consumer disputes online and on the amendment of Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on the resolution of online consumer disputes).

3. The seller is authorized to sell goods on the basis of a trade license. The trade inspection is carried out by the relevant trade office within its jurisdiction. Among other things, the Czech Trade Inspection supervises compliance with Act No. 634/1992 Coll., on consumer protection, within a defined scope.

**X. Final Provisions**

1. All arrangements between the seller and the buyer are governed by the legal system of the Czech Republic. If the relationship established by the purchase contract contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect consumer rights arising from generally binding legal regulations.

2. In relation to the buyer, the seller is not bound by any codes of conduct within the meaning of the provisions of § 1826 paragraph 1 letter e) of the Civil Code.

3. All rights to the seller's website, especially copyright to the content, including page layout, photos, movies, graphics, trademarks, logos and other content and elements, belong to the seller. It is forbidden to copy, modify or otherwise use the website or part of it without the consent of the seller.

4. The seller is not responsible for errors arising as a result of interventions by third parties in the online store or as a result of its use contrary to its purpose. When using the online store, the buyer must not use procedures that could have a negative effect on its operation and must not perform any activity that could allow him or third parties to interfere or use the software or other components that make up the online store and use the online store without authorization, or its parts or software equipment in such a way that would be contrary to its purpose or purpose.

5. The buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765 paragraph 2 of the Civil Code.

6. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.

7. The seller may change or supplement the wording of the terms and conditions. This provision does not affect the rights and obligations arising during the effective period of the previous version of the terms and conditions.

These terms and conditions take effect on 1 April 2024