TERMS AND CONDITIONS FOR ELECTRONIC ORDERS

These terms and conditions for electronic orders (hereinafter the “TC”) govern the relationship between the company Alžbětiny Lázně, a.s., company ID No.: 26342421, Tax No.: CZ26342421, with its registered office at Smetanovy sady 1145/1, Karlovy Vary, 360 01, registered with the Commercial Register maintained by the Regional Court in Plzeň, Section B, File 968, e-mail address: info@spa5.cz, as a provider of services (hereinafter the “company”) and the recipient of the services (hereinafter the “customer”), related to the customer’s order made by means of remote communication, in particular through the website of the company, as well as agreements on provision of services resulting from such order.

The customer acknowledges the following terms and conditions as binding with respect to any performance to be made based on the agreement with the company.

The company provides to the customers therapeutic treatments and procedures of a relaxation and therapeutic rehabilitation character, which are listed and described on the website of our company www.spa5.cz, in particular baths, hydrotherapy, massages, rehabilitation, heat treatment, electrotherapy etc., and it further allows customers to use the swimming pool, sauna, salt cave and other services and these services are subject to agreements on provision of services (treatments) between the company and customer.

1. Terms and Conditions of Electronic Orders

1.1 The customer can make an electronic order by means of remote communication, in particular via the website of the company www.spa5.cz, where the customer fills in the order form, as well as by e-mail by sending the order to the e-mail address of the company info@spa5.cz or by phone.

1.2 The order can only be accepted by the company in case it is sufficiently specific, i.e. it contains in particular:
   a) proper identification of the customer: name, place of residence, date of birth, as well as electronic contact details (hereinafter “personal data”);
   b) identification of a person to whom the services will be provided: name, age and sex; unless the customer specifies otherwise, the customer is considered to be the recipient of the services;
   c) clearly defined requirements for specific services – specific treatment, estimated date of provision of services, method of payment.

1.3 In case the customer makes an order via means of remote communication, the company will without undue delay confirm receipt of the order also by means of remote communication. However, this does not apply in cases where the agreement is concluded between the company and customer exclusively by exchange of electronic mail or similar individual communication.

1.4 The customer acknowledges that due to technical and other operational conditions on the part of the company, the minimum period for proper processing of and dealing with an electronic order is 10 days prior to the estimated date of provision of services. In case an order is sent in a shorter period before the estimated provision of services, acceptance of an order is uncertain and it will require very active cooperation on the part of the customer in order to comply with these TC, and at the same time a consent of the customer will be required, in order to commence with provision of the services pursuant to a concluded agreement within the period for withdrawal from an agreement. The customer is obliged to give consent to commencement with provision of services in the withdrawal period in writing by electronic means or orally. Also, arrangement of a date
of provision of services within the withdrawal period shall be deemed to constitute consent. In case the customer arranges the date of provision of services by the company during his/her 14-day withdrawal period from the conclusion of the agreement, it is deemed that the customer agreed to provision of services by the company prior to the lapse of statutory withdrawal period.

1.5 Acceptance of any order is subject to the customer’s consent with these TC and confirmation of an Informed Consent of a customer, as well as acquaintance with the company’s information about the right to withdraw from a concluded agreement.

1.6 By submitting an electronic order, the customer confirms that he/she voluntarily and freely provides the company with his/her personal identification data (or other person’s personal data and declares that he/she requested an informed and explicit consent to the processing from such other person, or that he/she is a legal representative of this person), as these are necessary for fulfilment of the company’s obligations regarding the services ordered by the customer, or, as the case may be, the agreement on provision of services resulting from such an order.

1.7 The customer acknowledges that only freely available treatments, which are as such designated in the company’s price list, can be subject to an electronic order. Treatments conditioned by a recommendation of or examination by a physician can be the subject of electronic orders only if the customer has already undergone such medical examination and the company has been informed of this fact, e.g. in cases of repeated provision of services that were already provided to the customer.

1.8 In the case that any of orders made by the customer is vague, does not include all the necessary information or in case of any requirements of the company relating to the order of the customer, then based on the company’s request, the customer is obliged to add or specify his/her order. If the customer fails to respond within the period set forth by the company in its request, or at the latest within three days from such request, it is deemed that the order has not been accepted and it shall not be subject to further processing.

1.9 The processing and performance of an order is subject to operational and technical capabilities of the company. An order thus becomes binding on the company only after its written (e-mail) confirmation by the company sent to the address of the customer, where the address shall also mean e-mail address.

2. Conclusion of Agreement and Provision of Ordered Services

2.1 The agreement on provision of services between the company and customer is binding upon the parties as of the moment of confirmation of the order by the company, and as of this moment both parties are bound by the date, scope and price of the ordered services as they result from the written confirmation of the order.

2.2 The agreement between the company and customer is concluded for a fixed period of 4 months, or in case of purchase of services for a discounted price until the termination of such discount campaign. The customer is obliged to use the services bought from the company within this term, i.e. during the term of the agreement. If the customer does not use the ordered and bought services within the term of the agreement due to reasons on his/her side, the agreement terminates and the customer is not entitled to any compensation or refund of the paid price. Any subsequent amendments to the concluded agreement can be made only and solely based on these TC or based on a written amendment to the agreement concluded between the company and customer.

2.3 The agreement on provision of services can only be concluded in the Czech language.
2.4 The agreement between the company and customer, which is pursuant to these TC binding as of the moment of confirmation of an order by the company, will be kept in the company’s archive for the term of the contractual relationship and then three years after its termination, while the customer’s access to the agreement so concluded is realised by confirmation of the order by the company sent to the customer’s email address.

2.5 The provision of the ordered services can be performed only and exclusively at the premises of the company in Karlovy Vary, and the person designated by the customer in the order as the recipient of the services is, in accordance with these TC, obliged to receive the services at the company’s premises in Karlovy Vary. The customer is responsible for the recipient of the services being present. The customer acknowledges that in view of the nature of the services provided by the company, personal acceptance of the services is required exclusively at the seat of the company in Karlovy Vary, i.e. at the company’s business premises and the services cannot be provided at the customer’s place of residence.

2.6 The performance of the ordered services shall only be provided to the person designated by the customer in his/her order as the recipient of the services.

3. Information Provided to Customer before Conclusion of Agreement

Prior to conclusion of an agreement, which can be concluded without physical presence of the parties, i.e. by means of remote communication, the company hereby informs the customer within the meaning of Section 1820 (1) of Act No. 89/2012 Coll., the Civil Code, by means of these TC sufficiently in advance of the conclusion of an agreement and before the customer makes a binding order of the services:

a) The costs of using means of remote communication when ordering services and entering into an agreement with the company are standard and do not differ from the basic rate of concluding agreements by means of remote communication, the customer using the means of remote communication to make an order of service and to conclude an agreement for provision of services with the company will not incur any additional costs beyond his/her agreed tariffs on means of communication,

b) The customer is obliged to pay the total price of the ordered services according to the concluded agreement within three business days from the date of confirmation of the order by the company, but no later than three business days prior to the agreed date of provision of services and prior to performance of services by the company,

c) The agreement concluded between the company and customer is not intended for repeated performance and therefore it does not stipulate the shortest period for which the parties shall be bound by such agreement,

d) The agreement concluded between the company and customer is not an agreement concluded for an indefinite period of time and its subject matter is not a repeated performance, it always concerns provision of specific individual services ordered by the customer, where for each of these services the price list of the company sets forth in advance a specific price which must be paid by the customer prior to provision of services; the company is entitled to allow the customers to use services at discounted prices during the discount campaigns, where these prices are limited by the term of such discount campaign of the company and the customer is obliged to use the services within this period,

e) The agreement concluded between the company and customer is not an agreement concluded for an indefinite period of time and its subject matter is not a repeated performance, it always concerns provision of specific individual services ordered by the customer, at a predetermined price, which includes any and all charges, and in case the customer complies with all contractual obligations the company does not charge any additional fees,
f) The customer is entitled to withdraw from the agreement within 14 days from its conclusion without giving any reason and without any sanctions, unless the customer orders at the company a specific date for provision of services falling within the withdrawal period and unless the services are fully provided by the company to the customer within this withdrawal period. In order to exercise the right to withdraw from the agreement the customer is entitled to also use the withdrawal form, which complies with the requirements stipulated in the implementing regulation; a template of such form is available at the website of the company. In order to comply with the withdrawal period, it is sufficient to send the withdrawal notice to the company before the expiry of the withdrawal period. If the customer withdraws from the agreement after the expiry of the statutory 14-day period, then the customer is obliged to pay to the company compensation pursuant to these TC. The instruction to the customer regarding the possibility to withdraw from the concluded agreement without giving any reason within 14 days from the conclusion of the agreement is also a part of the instruction on the possibility of withdrawal from an agreement which is published on the website of the company www.spa5.cz.

g) Based on the concluded agreement the company provides services to the customer in its premises and therefore the customer shall not bear costs associated with the return of the goods as they will not be incurred by the customer,

h) The agreement concluded between the company and customer is not an agreement for delivery of digital content and in this connection the provision of § 1820 (1)(i) of Act No. 89/2012 Coll., the Civil Code, shall not apply,

i) In case the customer is not satisfied with the services provided by the company, the customer is entitled to lodge a written complaint with the director of the company and a written response to the complaint shall be sent within 30 days. In case a dispute between the company and customer, who is a consumer, is not solved directly between the company and customer, the customer is entitled to extrajudicial settlement of the consumer dispute arising out of the agreement pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended. The competent authority for extrajudicial settlement of consumer disputes arising out of the agreement between the company and customer, who is a consumer, shall be the Czech Trade Inspection Authority. The website of the trade inspection is www.coi.cz.

4. Price of Services

4.1 For the provision of services, the company is entitled to the price of the ordered services (treatments) pursuant to the price list of the company effective as of the date of execution of the order.

4.2 The price of the ordered services will not be affected by any subsequent campaigns of the company, including any campaign effective on the date of provision of services.

4.3 If the customer orders a service that is for a period determined by the company provided for the discounted price, which the company provides in the course of discount campaigns, the customer is obliged to use the services during the term of such discount campaign.

5. Payment Conditions

5.1 Unless otherwise specified in the confirmation of order sent by the company, the price of the ordered services must be paid within three business days from the confirmation of order, but not later than three business days before provision of the service by the company.

5.2 If the customer fails to pay the ordered services within the stipulated deadline, it is deemed that he/she has withdrawn from the concluded agreement within the meaning of these TC, unless the company informs the customer in writing otherwise. If the company continues
to perform the concluded agreement, even in case of late payment for the services, it shall inform the customer hereof in writing, in which case the concluded agreement shall not terminate.

5.3 The customer is entitled to pay for the agreed price as follows:
   a) by wire transfer to the bank account of the company, while the date of payment shall be the date when the money is credited to the company’s account;
   b) by postal order to the address of the company, while the date of payment shall be the date when the postal order is delivered to the company’s registered office;
   c) by benefit cards or vouchers, while the date of payment shall be the date when the relevant documents are delivered to the company’s registered office;
   d) in cash at the cash desk at the registered office of the company in Karlovy Vary.

5.4 Any and all payments must be made to the company without any deductions, i.e. in the full amount of the ordered services.

6. Terms and Conditions of Performance by Company pursuant to Concluded Agreement

6.1 The recipient of the services is obliged to arrive at the company’s premises for the purpose of provision of services at least 20 minutes before commencement of the services, i.e. before the time specified for the provision of services so that he/she can properly get ready for the provision of service.

6.2 In case the provision of services by the company cannot be commenced at the agreed time due to reasons on the part of the recipient of services, then any shortening of the provided service shall be at the expense of the person who caused the delay in commencement of service, in particular at the expense of the customer. In such a case the recipient of the service is not entitled to receive the service in full scope, but only in the shortened extent as originally assigned to the particular therapy from its commencement as stipulated in the concluded agreement.

6.3 In case the provision of services by the company cannot be commenced due to the reasons on the part of the recipient of the services even after five minutes have lapsed from the agreed time, the company is entitled to refuse to provide the service and withdraw from the agreement due to the customer’s default.

6.4 The customer acknowledges that due to the technical or organisational reasons on the part of the company, the commencement of the therapy can be postponed. Neither customer nor the recipient of the services has any claims as a result of such postponement of the service, such as claim to discount on the price of the service.

6.5 The recipient of the service is obliged to comply with the internal rules of the company in its premises, in particular with the operating rules, visitors’ rules, safety regulations and instructions of the company’s serving personnel. In case of breach of these principles, i.e. in case of breach of the regulations and failure to follow the instructions of the personnel of the company, the company may refuse to provide the service and it can consider the agreement to be terminated by the customer, or as the case may be, it can cease provision of the service at any time.

6.6 The customer can submit any complaints regarding the provided services in accordance with the complaint rules of the company; this document is publicly available at the registered office of the company.

7. Amendments to Concluded Agreement and Withdrawal from Agreement

7.1 Any amendments to the concluded agreement, in particular changes in the recipient of the service, changes in the therapy (ordered services) or its timing, are permissible only
and exclusively according to the technical and operational capacities of the company and are subject to the company’s written approval.

7.2 In case of amendment to the concluded agreement approved in writing by the company, the customer is obliged to pay the relevant fee depending on nature of the change as follows:

a) change of person – person of the same sex CZEK 0
b) change of person – person of the opposite sex CZEK 10
c) change in timing of the treatment (day or hour) CZEK 10

7.3 The customer is entitled to withdraw from the concluded agreement without giving any reason within 14 days from the day following the date of conclusion of the agreement, which the customer is explicitly instructed about. In case the customer exercises his/her right to withdraw from the concluded agreement, he/she is obliged to inform the company in writing by a letter sent via the postal services provider, by e-mail or fax. The customer is also entitled to use a template withdrawal form available at the website of the company www.spa5.cz. In order to comply with the withdrawal period, it is sufficient to send the withdrawal notice before the expiry of the withdrawal period. In such a case and unless the customer has expressly agreed to commencement of the service within the mentioned period, the customer will be refunded with any and all payments received by the company from the customer without undue delay, no later than 14 days from the company’s receipt of the customer’s notice of withdrawal from the agreement. For a refund the company will use the same payment method as used by the customer, unless the customer specifies otherwise. The refunds shall not cause any additional costs to the customer.

7.4 If the customer gives the company his/her explicit consent to performance of the concluded agreement prior to the lapse of the withdrawal period, i.e. within 14 days from the day following the conclusion of the agreement, including by ordering at the company the date of the provision of services falling within the withdrawal period, i.e. within 14 days from the day following the conclusion of the agreement, and the company has already provided the customer with the services in the full scope, the customer is not entitled to withdraw from the concluded agreement.

7.5 If the customer withdraws from the concluded agreement after the company, subject to the customer’s explicit consent, partially performed the agreement prior to the expiry of its statutory 14-day withdrawal period, the customer is obliged to pay to the company the amount proportional to the extent of services provided until the customer has informed the company of the withdrawal from the agreement, compared to the total scope of services ordered by the customer, e.g. if more services were subject of the agreement, and the services can be separated, then the customer is always obliged to pay the full price of individually provided service, i.e. for example if three massages were ordered, and one massage was provided, the customer is obliged to pay the full price of this one massage. In such a case, the customer will be refunded with only such a part of the price of services which were not provided to the customer. Any refunds or partial refunds of the paid price of service shall be sent to the customer’s account indicated in writing, with a due date within 30 days from delivery of due identification of an account to which a refund shall be made.

7.6 If the customer withdraws from the concluded agreement after expiry of the statutory 14-day withdrawal period due to any reasons, the customer is obliged to pay to the company a withdrawal fee from the price of ordered service depending on the date of withdrawal from the agreement with respect to the agreed time of performance in the following amount:

1. withdrawal more than one week before the agreed date 0%
2. withdrawal 7 – 3 days (including) before the agreed date 25%
3. withdrawal 2 – 1 day (including) before the agreed date 75%
4. withdrawal on the agreed day 100%

7.9 The company is entitled to withdraw from the agreement for the following reasons:
   a) customer’s failure to pay the price of the services within the stipulated deadline, i.e. within three days before the agreed date of the service;
   b) due to the reasons on the part of the customer or recipient of the service, in accordance with these TC, which has resulted in wilful frustration of the agreement, e.g. in case of late and undue attendance of the therapy, or failure to comply with the condition of provision of the service, breach of internal regulations of the company;
   c) due to technical reasons;
   d) if the health condition of the customer, according to the physician’s decision, does not allow performance of the service.

In cases referred to under a) and b) the customer is not entitled to any financial compensation or refund of amounts already paid to the company. In cases referred to under c) the customer is entitled to refund of the paid price, however only if it is not possible to provide service on another date. In cases referred to under d) the paid price will be refunded to the customer.

8. Information about Operations with Personal Data

8.1 Within the meaning of these terms and conditions, the company processes only personal data necessary for due performance of its activities, for execution of electronic orders and the agreement on provision of services resulting from such orders, all in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation (“GDPR”) and other legal regulations.

8.2 In order to fulfil the company’s obligations resulting from the agreement on provision of services, compliance with statutory obligation and legitimate interest of the company and customer, personal data referred to in clause 1 para. 1.2 of these TC are processed on the basis of information provided by the customer as a data subject, when it is deemed that by sending the data to the company, the customer granted his/her consent to the processing.

8.3 The company shall process personal data partially by automated means and also manually through its authorised employees and further through the processors authorised by the company based on the agreements on personal data processing (external subject providing server, web, cloud or IT services, external attorneys, external accounting company).

8.4 The company shall process personal data for the duration of the contractual relationship and for a period necessary for archiving up to three years after its termination, and if the termination of the contractual relationship cannot be clearly established, then the three-year archiving period shall commence no earlier than one year following the date on which the company provided the last services to the customer.

8.5 The customer has right to access his/her personal data processed by the company, rectification or erasure of personal data, or, as the case may be, the right to restriction of processing and the right to object to processing of personal data. Right to erasure means a company’s obligation to delete the customer’s personal data processed by the company, in case the customer withdraws his/her consent and where there is no other legal ground for the processing. The customer thus acknowledges that the company will not be able to fully comply with such a request in case there are legal grounds for personal data processing, in particular fulfilment of contractual obligations and provision of services.
The customer is entitled to request from the company personal data that relate to the customer and which he/she provided to the company. The customer can exercise all his/her rights outlined above, in writing by registered letter sent to the address of the company, or by electronic mail at the address info@spa5.cz. The company is entitled to verify identity of the applicant and with regard to the sensitivity of the requested information exceptionally also by means of personal identification.

In case the customer considers that his/her personal data are processed in breach of the relevant legal regulations or that the company without justification refused his/her request, he/she is entitled to lodge a complaint directly with the Office for Personal Data Protection at the address www.uouu.cz.


The company reserves the right to amend and supplement these TC. Any amendments and supplements of the TC shall not apply to the already concluded agreements, in which case the concluded contractual relationship between the company and customer shall be governed by terms and conditions for electronic orders effective at the time of conclusion of the agreement between the company and customer.

Within the meaning of article § 1751 of Act No. 89/2012 Coll., the Civil Code, these TC shall be considered to constitute a part of each particular agreement and the full and up-to-date version of these TC is published on the company’s website www.spa5.cz.

In case of any discrepancies between the language versions of these TC, the Czech version shall prevail.

These TC become valid and effective on 20 May 2018.

As of the effective date of these TC any previously issued terms and conditions for electronic orders of the company shall cease to have effect.