

COMPLAINT PROCEDURE

JANUARY 2014

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1. Subject

The Complaint Procedure governs the way and conditions for the claims of the client, the guest of the Spa (hereinafter referred to as "the Client") arising from the obligation of the company Lázně Luhačovice, a. s., settled in Luhačovice, Lázeňské náměstí 436, ZIP code 763 26, registered at the Commercial Register kept by the Regional Court Brno, Section B, Insert 809, Company ID 43647828 (hereinafter referred to as "the Spa"), for defects in the provided services or sold goods (hereinafter referred to as "the Claim") and their handling in accordance with the relevant provisions of Act No. 89/2012 Coll., The Civil Code, as well as Act No. 634/1992 Coll., On Consumer Protection, as amended.

2. Raising a Claim

- 2.1 In case the agreed service was not provided in agreed scope, quality, quantity or standard, the Customer may claim his rights following the liability for defects in a form of a complaint to the responsible employee of the Spa facility. The list of the persons responsible for accepting complaints for particular types of services is available at the reception of the Spa facility where the claimed service is provided or the claimed goods are sold.
- 2.2 Time limits for claiming the rights following the liability for defects are governed by the generally applicable legal regulations. The customer is obliged to raise the complaint without undue delay after the defect has been detected. When claiming a meal, the complaint can be raised only before the meal is consumed.
- 2.3 The complaint protocol on raising the Claim, i.e. the confirmation of receiving the claim, will be written down containing personal data of the Client, claim content, requested way of the claim settlement, and the date of the claim. The Client receives one copy of this document, confirming with his signature its content and receipt.
- 2.4 The Client can send the complaint in a written form to the address of the Spa facility where the service was provided or the goods were sold in case the complaint contains all data as per the point 2.3.

3. Claim settlement

- 3.1 The Claim, including the defect removal, must be settled without undue delay. In case the Claim cannot be settled within three days (e. g. in case of a need of an expert opinion or laboratory or other examination), it will be settled within 30 days at the latest from the date the Claim was raised by the Client, if not agreed longer deadline with the Client previously.

- 3.2 The Client is obliged to provide the necessary cooperation for the claim settlement, especially give complete information, show the claimed goods if its nature allows that, or to provide documents proving the facts, specify the requirements as per the reasons and extent, etc.

4. The way of the claim settlement

- 4.1 In case the claim is judged to be fully or partially justified, the settlement of the Claim means the removal of the defect of the claimed service or goods, free of charge, or in cases where possible, providing the Client with substitutive service or goods replacement.
- 4.2 In case of a defect that cannot be removed and substitutive performance cannot be provided, the Client has the right to a reasonable discount on the price of the provided service, or refund the amount for the services already paid.
- 4.3 In case that the Claim relates to technical defects of the Client's room that cannot be removed in standard deadlines, the Claim will be settled by moving the Client to other room.
- 4.4 In case the claim is judged as unreasonable, the Client will be informed in a written form about the reasons for declining the Claim.

5. Final Provisions

This Complaint Procedure enters into force on January 1st, 2014 and replaces all complaint procedures of particular spa facilities.