

Terms & Conditions

BOOKING & CANCELLATION POLICY AT L'HOTELS AND L'EMBITU HOTEL SPA RELAXATION AREA GUIDELINE

BOOKING & CANCELLATION POLICY

1. SCOPE AND SPECIAL CONDITIONS

- 1.1. These conditions apply to the accommodation booked by individuals unless a separate contract has been concluded and there are no other indications in the pricing conditions of the booked product.
- 1.2. The hotel reserves the right to apply special conditions different from these conditions.

2. THE RANGE OF TERMS AND VALIDITY

- 2.1. The terms are valid between the person (hereinafter Customer) and the webpage <https://lembituhotel.ee/> (hereinafter Hotel L'Embitu online booking) owner Hotel Lembitu OÜ for the legal relations while purchasing products and services via Hotel L'Embitu online booking.
- 2.2. When purchasing services and products via Hotel L'Embitu online booking there are legal acts of the Republic of Estonia regulating the legal rights in addition to current terms and conditions.
- 2.3. The transactions made at the online booking must be made by a capable person at least 18 years of age. If the person makes the transaction not according to the regulations, the person whose bank account or debit/ credit card is used, will be responsible for the transaction.
- 2.4. Hotel L'Embitu do not sell alcohol to guests under 18 years of age. The hotel maintains the right to ask for the provision of proof of age identification and decline the minor's order. The advanced payment of minor's additional orders including alcohol are returned in the amount of the drink to a person, whose bank account or credit card was used for the payment only.

3. ARRIVAL AT THE HOTEL

- 3.1. The guest will be able to use the hotel room from 15:00 on the day of arrival unless otherwise stated. Early check-in is available at an additional cost of EUR 10 per hour.
- 3.2. Upon check-in, the customer is required to provide the following to the reception administrator/attendant:
 - a. Booking confirmation or booking number
 - b. Identity document (must match the name of the person for whom the booking has been made and the name on the payment instrument)
 - c. if the booking is made in someone else's name, the name of the guest and the method of payment previously provided to the hotel must be the same
- 3.3. The customer is obliged to provide the reception administrator with credit card details as a guarantee for the minibar and additional services. In the absence of a credit card, the reception administrator has the right to ask for a cash deposit of EUR 50 per night. If the customer refuses to provide a cash deposit, the hotel reserves the right to cancel the guest's booking.

4. PRICE

- 4.1. All prices are in Euros and include the taxes regulated by the Republic of Estonia.
- 4.2. Observe carefully the selected price information. Prepayment is obligatory for some prices. If you cancel a price of a prepayment condition, the the hotel has the right not to return the prepaid amount.
- 4.3. If you have not paid in advance for a hotel room, you will be charged upon arrival in local currency. In the hotel, you can pay in cash.

5. PAYMENTS FOR ACCOMMODATION WITH PREPAYMENT

5.1. The product selected by the customer from Hotel L'Embitu online booking must be paid in the full amount. By making the payment, the customer will assure that he/she has fully read and accepted the terms and conditions provided by the service provider in the online booking engine.

5.2. The amount shown in online booking can be made through the internet banks as well as Visa and MasterCard debit and credit payments. Through internet bank is possible to pay in following banks:

Estonia: Swedbank, SEB, Luminor, LHV, Coop pank, Pocopay

Latvia: Swedbank, SEB, Citadele, Nordea

Lithuania: SEB, Nordea, Swedbank

Finland: Nordea, Danske, Pohjola, Ålandsbanken, S-Pankki, Handelsbanken, Aktia Pankki, POP Pankki, Oma Säästopankki and Säästopankki.

Straight after completing the payment by bank transaction or card transaction, the customer must push the button "back to the vendor" in order to confirm the transaction.

6. BOOKING AND CONFIRMATION

6.1. The name, contact details (e-mail or telephone number) of the person making the reservation must be added to the booking, arrival and departure date and/ or promo code. Bookings with promo codes – to have a promo code, you have to make an agreement with the hotel personally. All details (name of the promo code, validation, conditions etc.) will be set personally between you and the hotel (email: reservations@lermitagehotel.ee; phone +372 6 996 400).

6.2. If the person making the reservation is not staying at the hotel, the name and method of payment of the guest and any other information related to the booking must be included. More information about the storage and use of this data can be found in our privacy policy.

6.3. If the hotel has not taken the guarantee for the use of additional services from the payment card, the hotel has the right to ask for it at check-in.

6.4. The reservation is binding for the hotel if it is confirmed in writing by e-mail and you have received the reservation number.

6.5. Persons under the age of 18 can only be accommodated at the hotel if the adult escort stays at the hotel during the same period.

7. CANCELLING AND CHANGING THE ORDER AND REFUND

7.1. Different cancellation policies and money refund terms vary depending on the accommodation and/or accommodation package rates, therefore, please always read the pricing information carefully. Terms about the cancellation, modification and money refund are written in the description of the accommodation and/or accommodation package price in the hotel online booking. If you cancel a price of a prepayment condition, the hotel has the right not to refund the prepaid amount.

7.2. Accommodation and/or accommodation package is valid from the start and end date of the accommodation and/or accommodation package. Accommodation and/or accommodation package is not valid after the expiry date and it will not be refunded or changed.

7.3. To modify your booking, please make a new booking and cancel the previous one. Please note that the rate as well as the room type available for the new booking may have changed.

7.4. If you cancel a price of a prepayment condition, the hotel has the right not to refund the prepaid amount.

7.5. In case of non-arrival or later cancellation, the hotel reserves right to charge 100% of the first night as a No-Show fee. If hotel has any costs made specially for your reservation, you have to compensate them.

7.6. Your confirmation email will specify the exact cancellation due date which is the deadline you must cancel by in order to avoid any cancellation fee. Please check the hotel policies carefully.

7.7. A hotel room guaranteed by a credit card will be held for the guest until 18:00 on the day of arrival indicated on the booking unless otherwise agreed at the time of booking. In this case, the hotel will keep the room booked for the guest until 12:00 the next day. In case of a no-show, the hotel reserves the right to charge the first night's stay to the credit card provided by the guest as a guarantee.

7.8. If the late arrival is not confirmed by credit card and the customer cannot be reached through the contact details provided by the customer, the hotel reserves the right to cancel the reservation and sell the room to another guest after 18:00.

7.9. Deviations from the booking conditions include the right to cancel the reservation free of charge, and any advances may be refunded if the cancellation is due to serious illness or accident, death, or any other unexpected and serious incident to yourself or a loved one.

8. ARRIVAL AT THE HOTEL

8.1. The guest will be able to use the hotel room from 15:00 on the day of arrival unless otherwise stated. Early check-in is available at an additional cost of EUR 10 per hour.

8.2. Upon check-in, the customer is required to provide the following to the reception administrator/attendant:

a. Booking confirmation or booking number

b. Identity document (must match the name of the person for whom the booking has been made and the name on the payment instrument)

c. If the booking is made in someone else's name, the name of the guest and the method of payment previously provided to the hotel must be the same

8.3. The customer is obliged to provide the reception administrator with credit card details as a guarantee for the minibar and additional services. In the absence of a credit card, the reception administrator has the right to ask for a cash deposit of EUR 50 per night. If the customer refuses to provide a cash deposit, the hotel reserves the right to cancel the guest's booking.

8.4 The customer is obliged to pay for the accommodation and additional services ordered in advance before receiving the hotel room. If necessary, the payment card used to make the booking or check-in will be charged for the costs incurred during the visit.

8.5. When extending the accommodation, the guest is obliged to pay for the extra nights immediately before issuing new key cards.

9. DEPARTURE FROM THE HOTEL

9.1. The hotel room must be vacated no later than 12:00 on the day of departure unless otherwise agreed. The hotel room will be handed over at the hotel reception, where it will be confirmed that the customer has paid all possible invoices for additional services.

9.2. Late check-out can be arranged for an extra charge of EUR 10 per hour, subject to availability. The hotel reserves the right to charge an additional hourly rate according to the price list if the customer has not handed over the room within 30 minutes after the scheduled time and has not notified the reception administrator.

10. DEPARTURE BEFORE THE AGREED CHECK-OU DATE

10.1. Early departures must be notified to the hotel no later than 18:00 on the day before departure. By notifying the hotel of your departure after 18:00, the hotel reserves the right to charge the agreed price for the non-used time.

11. CUSTOMER BEHAVIOR IN THE ACCOMMODATION

11.1. The hotel follows good practices and rules of procedure, which can be found at the hotel reception.

11.2. The hotel has all the requirements for public order, peace of mind, and pollution prevention, as well as a night peace from 23:00 until 06:00.

In case of violation of the night peace (disturbance of other persons by sound, light, mechanical, electronic, etc.) or inappropriate behavior, the hotel staff has the right to ask the guest (s) to leave the hotel and its territory, if necessary, a security guard or police will become involved. Upon departure, the guest is required to pay for the booked accommodation and the ordered additional services.

In case of violation of the night peace, the hotel has the right to ask for a fine of 200 euros for each call according to the level of violation.

11.3. Hotel staff has the right to check the key cards of people moving around the hotel and to refuse to allow people who do not have a key card or who are not checked in to the hotel rooms after 23:00, i.e., only guests checked in at the hotel reception can stay at the hotel from 23:00.

12. HOTEL'S RESPONSIBILITY FOR YOUR PROPERTY

12.1. There is a safe box in the hotel room to store valuables. The hotel is not responsible for the property in the hotel safe, as it is not aware of the items placed by the customer. Nor is it responsible for the items in the baggage and their contents.

12.2. The parking lot in the courtyard of the hotel is allowed to be used only by the customers staying in the hotel or their guests during the stay at the hotel for an additional fee (20 €/day, charging electric cars for an additional fee 10 €/day). The hotel reserves the right to move other people's cars or cars that pose a risk to people, property, or the environment. The car park is equipped with security cameras, but the hotel is not responsible for the cars left in the car park and their contents.

13. CUSTOMER'S LIABILITY FOR DAMAGES CAUSED

13.1. The customer is liable for damage caused intentionally or through negligence (for example, as a result of smoking, alcohol, or drug use in a hotel room), caused by him/her or his/her guests to the hotel room or other hotel premises, to the furnishings or equipment therein and to other hotel customers or their property.

13.2. The hotel has the right to deduct the costs related to repurchase or other expenses according to the price list for the damage caused to the hotel and the hotel room.

14. SUSPENSION OF SERVICE

14.1. Bookings for a customer group or a specific customer may be blocked or not accepted if the customer does not comply with the booking conditions or if the service provider has reason to suspect that hotel services are being booked for illegal activities or in a way that could harm L'HOTELS or third parties.

15. PRIVACY POLICY

15.1. All personal information provided while making a purchase in the online booking are confidential and are treated by the requirements of the law of personal information.

15.2. Hotel L`Embitu OÜ has the right to collect personal information provided by the Client. Hotel L`Embitu OÜ does not give out personal information to third parties without the consent from the customer, except in cases provided by law.

15.3. Personal data is processed by the information as prompted by the Client placing the booking (first and last name, address, telephone number, e-mail address).

15.4. Your sensitive card data is securely stored by Makecommerce (<https://makecommerce.net>) and never shared with merchants or 3rd parties when you pay. Maksekeskus AS is a PCI-DSS compliant payment service provider, processing Visa and MasterCard payments for merchants based in the EU. Card details are only stored via a secure SSL connection and never shared with merchants or 3rd parties. In order to return the amount paid by the Client considering the terms and conditions of cancellation, modification or refund, Hotel L`Embitu OÜ will use secure platform of Maksekeskus.

16. GENERAL INFORMATION

16.1. If, after receiving of your booking confirmation, it turns out that the hotel is unable to grant you the reserved room, the hotel has a duty to offer you, without a surcharge, a room of a better type or a room in a hotel of the same level.

16.2. The hotel room will be at your disposal from 15:00 on the day of arrival until 12:00.

16.3. Extra bed policy: up to 6 years free of charge; children 6-12 years 15€ in extra bed/night; 13-17 years 30€ in extra bed/night.

16.4. Smoking is only allowed in designated areas. Guests are required to pay a fine for smoking in an unauthorized area. The fine for smoking is 100 euros. If the rescue service is called due to smoking in the non-designated areas, a fine of 100 euros will be added.

16.5. Pets are not allowed. The hotel reserves the right to charge a fine of EUR 100 and cancel a booked room if a guest brings a pet.

17. MISCELLANEOUS

17.1. All complaints regarding the purchase from the online booking between the customer and Hotel L`Embitu OÜ will be resolved by negotiations. In case of no agreement, the customer has the right to turn to Consumer Protection. In case of complaints and questions not brought out in current terms and conditions the legal acts of the Republic of Estonia will be used.

Privacy Policy

Hotel L`Embitu and developer ED Hotels OU collect, store, publish, transmit and store customer data in accordance with the laws and legislation of the country where hotel is located for the best service of clients and for the performance of contractual relations.

All personal information provided while making a purchase in the online booking are confidential and are treated by the requirements of the law of personal information. Personal data is processed

by the information as prompted by the Client placing the booking (first and last name, e-mail address and telephone number).

When paying by credit card, the data provided by the Client is protected by the SSL security protocol, ensuring that the information provided cannot be viewed or modified by persons who do not have access to such information. Payment transactions with Visa and MasterCard payment systems are carried out with the help of payment service provider Maksekeskus AS, which stores the data of the Customer's cards in accordance with the current legislation of the Republic of Estonia and the European Union. Maksekeskus AS is a PCI-DSS service provider that meets all the requirements and offers payment solutions, including exchanging payments through Visa and MasterCard between the Parties. Maksekeskus AS does not transfer personal data received during the execution of payment transactions to third parties. The availability of information for the Parties is limited by the type of card and the last two digits of the card number. If the Hotel needs to return the paid amount to the client in accordance with the terms of cancellation, change of the order and refund, safe environment of Maksekeskus AS is used for this.

Hotel L`Embitu is responsible for the activities of authorized data controller and data controller complies fully with Hotel L`Embitu principles of processing personal information. Authorized controller is Hotel L`Embitu.

Collecting non-personal data – it is also collected non-personal data, which can not be directly linked to one specific person (browser version, language preference, location, time spent on the page, etc.) and it is treated as a generalized customer behavior in the booking engine of Hotel L`Embitu. Aggregated data is used for upgrading the service/product of the booking engine.

EDHOTELS Ltd (provider and system administrator of the booking engine) and Hotel L`Embitu keep personal data in their databases and the customer has the right at any time to access his/her personal data and information about the actions performed by him/her. Customer has the right at any time to demand corrections in his/her personal data if the data has changed or is inaccurate for some other reason. To modify/add or remove data, please contact Hotel L`Embitu by e-mail reservations@lhotels.ee.

Terms and conditions of privacy policy – by using the booking engine, you are familiar with and agree to these principles and conditions. We reserve the right to change the general terms and conditions of the Privacy Policy, as appropriate, by informing it on Hotel L`Embitu website. For any questions or concerns regarding privacy policy or data processing, please contact us by e-mail reservations@lhotels.ee.

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