

General Terms and Conditions

The subject of the present General Terms and Conditions (hereinafter referred to as the “**GTCs**”) of Hotel Čechie a.s., with its registered office at U Sluncové 618, 186 00 Prague 8, Reg. No.: 25051997, VAT No.: CZ25051997, (the “**Hotel**”) is to regulate the process of ordering and accepting offers, in particular for accommodation, congress and related services (“**Services**”) from third parties (“**Client**”) and to regulate the conditions of the provision of the services. The GTCs form an integral part of all pre-contract arrangements and concluded contracts related (if only in part) to the services.

1. Introductory provisions

- 1.1 In the event of a discrepancy between the provisions of specific accommodation contracts (“**contract**”) and the provisions of the GTCs, the specific accommodation contracts shall prevail.
- 1.2 If, during the pre-contract negotiations, the Hotel's offer for the conclusion of a contract is accepted by the Client with an addition or a derogation, including an addition or a derogation that does not substantially change the content of the offer for the conclusion of the contract, then pursuant to Section 1740, No. 89/2012 Coll., of the Civil Code, as amended (the “**Civil Code**”), the Hotel excludes the acceptance of such an offer with an addendum or a derogation and the conclusion of the contract.
- 1.3 Any contract affected by the present GTCs shall not include, and the contractual relationship between the Client and the Hotel shall not be affected by, any other general terms and conditions or similar documents not expressly referenced under the contract. By signing a contract in accordance with Section 1751(2) of the Civil Code, the Hotel excludes the possibility of concluding any contract in case the Client attaches their own general terms and conditions to the contract, except for where the Client’s general conditions and terms are expressly accepted by the Hotel in writing.

2. Ordering services

- 2.1 Stays must be ordered in writing (by mail, email) or over the phone (the ordering of accommodation services in writing or over the phone hereinafter jointly referred to as “**Service Orders**”). Each Service Order must clearly indicate the person placing the Order, the type of service ordered, the dates and other details that are strictly necessary to clearly identify the requested service and the Client.
- 2.2 If a Service Order includes accommodation services, the Order is confirmed by the Hotel by email.

- 2.3 The process of negotiating the conditions constitutes communication between the Hotel and the Client, and therefore is not regarded as presenting an offer with an addition or a derogation within the meaning of Section 1731 of the Civil Code
- 2.4 By signing an Order, or by confirming it by email, the Hotel agrees to provide the ordered services within the agreed scope, and it shall be at that point that a contract is deemed to have been concluded.

3. Cancellation policy

- 3.1 The Client is obliged to pay a cancellation fee if a reservation of services, including accommodation services, is cancelled (withdrawn) within the following deadlines:

<u>GROUPS (11 and more people)</u>	<u>Cancellation fees</u>
• 30 days before the scheduled arrival	no fee
• 29-14 days before the scheduled arrival	25% of the overall amount
• 13-7 days before the scheduled arrival	50% of the overall amount
• 6 days – 1 day before the scheduled arrival	75% of the overall amount
• on the scheduled arrival day or no show	100% of the overall amount
<u>COMPANIES AND INDIVIDUAL CLIENTS (up to 10 people)</u>	
• more than 24 hours before the scheduled arrival	no fee
• on the scheduled day of arrival, or no show 1st night	100% of the amount for the

- 3.2 Unless otherwise agreed in writing by the parties, the client is required to arrive at the Hotel and report to the reception no later than 20:00 on the day on which they are scheduled to be accommodated or begin using the Hotel services according to a previous Service Order. If the Client fails to arrive at the Hotel as specified in the previous sentence, the reservation will be cancelled as specified under Article 3.1 of the GTCs.
- 3.3 For the purposes of the present Contract, “no show” refers to a situation where the Client fails to arrive at the Hotel after the lapse of the time limit referred to under clause one of Article 3.2 of the GTCs.
- 3.4 The Client may only cancel an order, as specified under Article 3.1 of the GTCs, in writing, including via email at the email address published by the Hotel at its website.

4. Terms of payment

- 4.1 The Hotel may require from the Client an advance deposit equivalent to 30 to 100% of the overall price (“**Deposit**”) at the reservation stage. The Client must pay the Deposit by the set date. If the Deposit is not properly paid by the date set by the Hotel, the Hotel reserves the right to cancel the reservation and charge a cancellation fee according to Article 3 of the GTCs; the first day following the date set by the Client for the payment of the Deposit shall be regarded as the effective day for the purpose of determining the amount of the cancellation fee.
- 4.2 Reservation denotes the obligation of the operator to reserve the agreed number of beds for the Client on the agreed dates, and the Client's obligation to make use of the reservation, or to pay a cancellation fee in the event that the Client cancels the reservation, does not show up or only uses the reservation in part.
- 4.1 The Client may either pay the price of the stay on arrival, by cash or credit card, or pay the full price in advance, by using either of the two payment methods specified above, or by wire transfer using a variable code to be communicated to them as part of the respective Service Order.
- 4.2 The Client undertakes to pay the amount charged by a tax document (“**Invoice**”) by the due date specified therein; if the Invoice fails to indicate any due date, the payment term shall be 14 days from the date of issue thereof. The Client may only challenge the information indicated in the Invoice in writing within 7 days of the date of issue of the Invoice; if the Client fails to do so, the Client shall be deemed to have acknowledged the correctness of the essentials indicated in the Invoice, in particular the fact that they have effectively received the services specified therein.
- 4.3 In the event of the Client's delay with payment of the Invoice, the Hotel may demand that in addition to paying the outstanding amount the Client also pays interest for late payment equivalent to 0.5% of the outstanding amount for each commenced day of the delay starting from the first day following the due date of the Invoice until the payment thereof.
- 4.4 The prices of services paid in EUR will be converted using the exchange rate fixed by the CNB on the date of the Invoice.
- 4.5 The Client is obliged to pay for the services agreed under the contract; if the Client uses other services than those agreed under the contract, the Client shall pay to the Hotel the prices set out in the current price list available within the Hotel premises.
- 4.6 The price of accommodation includes the Municipality Fee.

5. Rights and obligations of the Client

- 5.1 The Client must file any complaint against the services provided in writing and with no undue delay after identifying any irregularities in the services and in any event no later than on the day following the one when the defective service concerned was provided by the Hotel. Unless the Client files a complaint against a defective service provided by the Hotel within the time

limit specified above, the Hotel is not obliged to provide any replacement service or any consideration compensating (even if in part) for the defective service concerned. The same applies if the Hotel repeatedly provides a defective service to the Client. In the event that a certain service is repeatedly provided to the Client and the Client fails to claim the service as being defective within the time limit provided for in the first sentence of this Article, the Client is not entitled to a replacement defect-free service, including for any further services repeatedly provided in a defective manner.

- 5.2 The Client shall be liable to the Hotel for any damage caused by the Client themselves or by any persons who use the Hotel's services with the Client's knowledge or in line with the Client's will. Where the damage has not been caused by the Client themselves, but by a person described under the first sentence of this Article, the Client shall pay the property or non-property damages jointly and severally with the person causing the property or non-property damage.

6. Rights and obligations of the Hotel

- 6.1 The Hotel may provide the Client with adequate replacement accommodation. Any extra costs of the replacement accommodation shall be borne by the Hotel.
- 6.2 In accordance with the contract, the Hotel reserves the right to charge its services at any point or to charge them on an ongoing basis, or issue an invoice.
- 6.3 The Hotel shall provide the agreed services within the scope that corresponds to the standards the Hotel applies.

7. Termination

- 7.1 Either party may withdraw from the contract subject to the conditions and terms and due to the reasons provided for by the Civil Code, the contract or the present GTCs.
- 7.2 The Hotel is entitled to withdraw from the contract in particular if the Client violates the contract in a material way or repeatedly violates any of their contractual obligations, or if the Client is in delay with the payment of the price or the Deposit for the services provided for more than 15 days from the due date, or if the Hotel, despite all endeavours that may be reasonably required of them, is unable to meet the agreed conditions as a result of force majeure, unless otherwise agreed by the parties. Force majeure includes, in particular, war, mobilisation, civil unrest, confiscation, strike, lockout, damage to the Hotel and its facilities as a result of natural disasters or civil unrest, export and import restrictions, explosions, epidemics, shortage of material caused by any of the aforementioned factors; the Client shall not be able to claim any sanctions or have any similar claims from the Hotel in the event of force majeure.

8. Changes to the services

- 8.1 Unless otherwise stipulated in the GTCs, the Hotel shall not be obliged to return to the Client any price the Client has already paid for the services received or any proportion thereof, in the event the Client's stay is prematurely terminated or interrupted.
- 8.2 There may be changes to the services offered throughout the year. The Client shall follow the offer of services applicable at the time of ordering the services.
- 8.3 The Hotel neither provides any compensation for, nor is obliged to surrender any unjust enrichment on its part in respect of any services that have been ordered, but have not been used, or in respect of any changes in the services ordered.

9. Governing law and the competent court

- 9.1 All disputes between the Hotel and the Client arising in connection with the provision of the services are governed by Czech law and will be resolved by the General Court of the Hotel according to the place where the Hotel is located.

10. Concluding provisions

- 10.1 The present GTCs come into force and take effect on 1 February 2016.