

# GENERAL TERMS AND CONDITIONS OF BUSINESS FOR HOTEL ACCOMMODATION CONTRACTS

## **I. Area of validity**

1. These Terms and Conditions of Business apply to contracts for the letting of hotel rooms for accommodation and all further supplies and services provided for the customer by the hotel.
2. Sub-letting or re-letting, provision of the let premises for use, use of the let hotel rooms for purposes other than accommodation, for public invitations or other advertising measures, for interviews, sales and similar events and use of hotel space outside the rented rooms requires the prior written approval of the hotel and may be made subject to payment of an additional charge.
3. The terms of business of the customer are hereby opposed. They are applicable only if expressly agreed in writing in advance.
4. Furthermore, the additional conditions agreed upon conclusion of contract are applicable.

## **II. Conclusion of contract, contracting parties and limitation of claims**

1. The contract materialises through the acceptance of the customer's application by the hotel. The hotel is free to confirm the room booking in writing.
2. The hotel and the customer are the parties to the contract. If a third party ordered the room(s) on behalf of the customer, the customer is liable for any obligations which arise out of acting of the third party and the customer is obliged to ensure that the customer and the third party shall be jointly and severally liable to the hotel for all obligations arising under the hotel accommodation contract.
3. With respect to all contractual claims against the hotel or the customer statutory limitation periods apply.
4. Upon conclusion of contract at the latest, the customer must inform the hotel, without being requested to do so, whether his use of hotel services is suitable for jeopardising the smooth business operations, the safety or the reputation of the hotel.

## **III. Services, prices, payment and offsetting**

1. The hotel is obliged to hold the rooms booked by the customer available and to provide the services agreed. 2. The customer is obliged to pay the hotel prices applicable or agreed for letting the rooms and any further services used by him. This also applies to services and expenses paid by the hotel to third parties which were arranged by the customer.
3. The prices agreed include the respective statutory VAT. If during the period between conclusion of the contract and performance of the contract the statutory VAT changes, the actual VAT set forth by statutory provisions shall be charged. If the period between conclusion of contract and performance of the contract exceeds four months and the price generally charged by the hotel for such services increases, this can increase the contractually agreed price by a reasonable extent, however by 5% at the maximum. For each further year between conclusion of contract and performance of the contract exceeding the four months, the maximum limit is increased by a further 5%. If the VAT rate changes by the date of the provision of services, the respectively agreed prices are amended accordingly. The hotel is entitled to charge the VAT change subsequently, no amendment to the contract is required for that purpose.
4. The prices can also be amended by the hotel if the customer subsequently requests a change to the number of rooms booked, the hotel services or the duration of the guests' stay and the hotel agrees to this.
5. If not stated otherwise on an invoice issued by the hotel or no due date is stated on such an invoice, such invoice is payable net within 10 days after receipt of the invoice by the customer. The hotel is entitled to call advance payments due for payment at any time and to demand immediate payment. In case of payment default, the hotel is entitled to demand the default interest given by the applicable statutory provisions. For each reminder after the occurrence of default, the customer must reimburse reminder fees of EUR 5.00 to the hotel. All further costs incurred in the course of collection are paid by the customer.
6. The hotel is entitled to demand a reasonable advance payment or deposit upon conclusion of contract or afterwards. The amount of the advance payment and the payment dates are agreed in writing in the hotel accommodation contract.
7. The customer may only offset a recognised, final and absolute or uncontested claim against a claim of the hotel.
8. The customer may only bring pets with them after obtaining prior consent from the hotel and, if appropriate, for a fee.
9. Pursuant to the Act on Registration of Sales, the Seller is obliged to issue a receipt to the Purchaser. At the same time, the Seller is obliged to register the revenue accepted at the tax administrator on an online basis; in case of a technical failure of the system the Seller is obliged to do so no later than within 48 hours.

## **IV. Cancellation by the customer**

1. By law, the customer is entitled to terminate the hotel accommodation contract for any reason or without giving a reason. In such case, the customer is obliged to pay the compensation of damage incurred by the hotel due to the termination (cancellation fee), only if the hotel cannot prevent such damage by letting the room to another guest. Cancellation of the contract by the customer under this Clause IV is regarded as a termination of the contract by the customer.
2. If a deadline for cancellation of the contract free of charge was agreed in writing between the hotel and the customer, the customer can cancel the contract until such date without initiating any claims for payment or damages by the hotel.
3. In case, no cancellation of the contract free of charge was agreed or the customer cancels the contract after the agreed period for free of charge cancellation, the hotel is free to demand the contractually agreed compensation (cancellation fee) and make a lump-sum deduction for saved expenses. In this case, the customer is obliged to pay the cancellation fee in the amount at least 90% of the contractually agreed price for overnight stay with or without breakfast and for flat-rate arrangements with third-party services, 70% for halfboard and 60% for full-board arrangements. The customer is free to furnish proof that the claim named above was not created at all or was not created at the amount demanded.
4. If rooms are not used by the customer, the hotel must offset the income from letting the room to another guest and the expenses saved.

#### **V. Cancellation by the hotel**

1. If a right of cancellation by the customer free of charge within the period was agreed in writing, the hotel is also entitled to withdraw from the contract in this period if it has received requests for the rooms booked under the contract from other customers and the customer does not waive his right of cancellation within a period set by the hotel upon request by the hotel. This applies correspondingly to any option granted if other requests have been received and the customer is not prepared to make a firm booking within a period set by the hotel upon request by the hotel. In this case firm booking means that from this date a hotel accommodation contract comes into existence and the originally agreed, free cancellation period is suspended. Cancellation of the contract by the hotel under this Clause V is regarded as a withdrawal from the contract by the hotel.
2. If an advance payment agreed or demanded according to Clause III No. 6 above is not paid even after a reasonable additional period set by the hotel, the hotel is entitled to withdraw from the hotel accommodation contract.
3. The hotel is also entitled to withdraw from the contract for an objectively justified reason in an exceptional case, especially if (i) force majeure or other circumstances for which the hotel is not responsible make the performance of the contract impossible; (ii) rooms are booked on the basis of misleading or incorrect statements of essential facts, e.g. concerning the customer as a person or the purpose; (iii) the hotel has a valid reason for assuming that the utilisation of the hotel service may jeopardise the smooth business operations, the safety or reputation of the hotel without this being attributable to the dominion or organisational sphere of the hotel; (iv) there has been a violation of Clause I No. 2 above.
4. If the hotel legitimately withdraws, the customer is not entitled to claim damages.
5. The hotel can stop interviews, sales and similar events specified in Clause I No. 2 which have not been approved or demand that they be stopped.
6. Should a claim to damages be created in favour of the hotel against the customer in case of withdrawal in compliance with Nos. 2, 3 and 5, except for No.3 (i) above, the hotel is entitled to claim a compensation in the same amount as the amount of the fee set forth in Clause IV Nos. 3 to 4 above. In these cases the customer may furnish proof that no damage or less damage was caused.

#### **VI. Provision, handover and return of rooms**

1. The customer does not acquire the right to have certain rooms provided unless this was expressly agreed in writing in the hotel accommodation contract.
2. Booked rooms are available to the customer from 3 pm on the agreed date of arrival. The customer is not entitled to have the rooms made available to him earlier. Unless a later arrival time was expressly agreed or the room concerned was paid in advance, the hotel has the right to let the rooms to other guests after 6 pm without the customer being able to derive a claim against the hotel from this. This is without prejudice to claims of the hotel under Clause IV.
3. On the agreed date of departure, the rooms must be vacated and made available to the hotel no later than by 11.00 am. If the customer does not ensure that the rooms are made available at this time by his vacating and giving up the room, the hotel may demand the full price of another day. This is without prejudice to further claims for damages by the hotel. If the hotel is required to accommodate guests in a different hotel due to the guest vacating the room late, the customer must pay all costs incurred in this connection. This shall not create any contractual claims for the customer. The customer is free to furnish proof that a claim for the hotel to charge for use was not created or that the claim is much lower.

#### **VII. Liability of the hotel**

1. The hotel is liable for its obligations under the hotel accommodation contract with the care of a conscientious businessman. It is hereby agreed between the hotel and the customer who is not a consumer that any claims for damages by the customer are excluded in this connection except for damage based on death, bodily injury or an impairment to the health of another if the hotel is responsible for the breach of duty, other cases of damage based on an intentional or grossly negligent breach of duty by the hotel and cases of damage based on an intentional or grossly negligent breach of duties typical for the contract by the hotel. Should disruptions to or faults in the hotel services occur, the hotel shall endeavour to remedy the situation upon gaining knowledge thereof or after receiving immediate notification of the defect from the customer. In addition, the customer is obliged to notify the hotel in due time of the possibility that an exceptionally high amount of damage can occur. Application of Clause VII. No. 2 is not affected. The customer is obliged to assist to rectify the disruption and minimise the damage as far as can be reasonably expected of him.

2. The hotel is liable to the customer for any items brought into the hotel under the provisions of the Czech Civil law. Pursuant to the Czech Civil Code, liability is assumed for money and any valuable items only up to the amount equal to one-hundred times of the price of accommodation for one day. The customer is obliged to prevent damage to his items by proper locking his room or containers where his items are left and using a room safe. However, using of the room safe does not cause any contract for custody to come into existence. Money, securities and precious objects can be kept in the hotel safe up to the maximum value according to the sum insured of the respective hotel. The hotel recommends that guests avail themselves of this possibility. The customer must exercise the right to compensation of damage incurred by the property brought into the hotel against the hotel without undue delay and no later than 15 days after the customer must have gained knowledge thereof.

3. If a parking place in the hotel garage or in a hotel car park is provided by the hotel, also for a fee, this does not cause any contract for custody or any similar arrangement to come into existence and sole allowing the customer to use the parking place is the only contractual obligation of the hotel with this respect. The hotel is not liable for the loss of or damage to vehicles parked or manoeuvred on the hotel grounds nor for the loss of or damage to their contents. The hotel has no duty of supervision and any restrictions to or supervision over access to the hotel garage or the hotel car park cannot be regarded as supervision over the cars parked there and contents thereof. The hotel must be immediately notified of any damage. No. 1 Sentences 2 to 4 above apply accordingly.

4. Orders for wake-up calls are carried out by the hotel with the greatest care, however no liability is assumed. Messages, post and consignments for guests are treated with care. The hotel assumes delivery, storage and upon request and for a fee – forwarding. No. 1 Sentences 2 to 4 above apply accordingly.

5. Any property left behind by the customer shall be forwarded to the customer only upon request and at the risk and expense of the customer. The hotel shall store the property for three months. After this period they shall be given to the local lost property office if they are evidently of value. If the property does not appear to be of any value, the hotel reserves the right to destroy it after the expiry of the period.

#### **VIII. Final provisions**

1. Verbal agreements are binding only if confirmed in writing. Amendments or supplements to the hotel accommodation contract, this clause, the acceptance of the customer's application or these Terms and Conditions of Business for Hotel Accommodation must be in writing. Unilateral amendments or supplements by the customer are invalid.

2. The hotel shall process personal data of its customers in accordance with applicable legal regulations, especially the Act no. 101/2000 Coll. on personal data protection, as amended, and shall ensure its protection through appropriate technical and organisational measures. If personal data of third persons is handed over to the hotel on the part of the customers, they undertake to proceed in accordance with the above mentioned Act and other applicable legal regulations.

3. The place of performance and payment is the seat of the hotel for the obligations of both parties.

4. The courts at the seat of the hotel have exclusive jurisdiction – also over cheque and bill disputes.

5. The laws of the Czech Republic are applicable. The application of the UN Sales Convention and conflict of laws provisions is excluded. The legal relation between the hotel and the customer shall be governed by the Act No. 89/2012 Coll., the Civil Code, as amended.

6. The entity competent to resolve out-of-court disputes shall be the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)). A proposal for the out-of-court solution of a consumer dispute must be filed by the consumer not later than within 1 year from the day when the consumer has exercised their right at the hotel for the first time. The proposal addressed to the Czech Trade Inspection Authority shall be filed by the consumer in writing or verbally into a protocol or electronically through the on-line form available from [www.coi.cz](http://www.coi.cz), signed by a recognised electronic signature or sent through a data box. The proposal must contain (i) identification data of the Parties to the dispute; (ii) complete and comprehensible description of decisive facts; (iii) specification of what is sought for by the consumer; (iv) date when the consumer has exercised their right at the hotel for the first time; (v) the declaration that no court has decided in the matter and that no arbitration award has been issued and no

agreement of the Parties has been made within the framework of the of an out-of-court solution of the consumer dispute and no such proceedings (judicial, arbitration, out-of-court consumer proceedings), have even been commenced; (vi) date and signature of the consumer. The consumer shall attach to the proposal a document of the fact that they have not managed to resolve the dispute with the hotel directly, and other written documents confirming the alleged facts or a power of attorney if the consumer is represented by another person.

7. These General Terms and Conditions of Business for Hotel Accommodation are a binding part of the Hotel Accommodation Contract. In case of discrepancies between the provisions of these General Terms and Conditions and the provisions of the Hotel Accommodation Contract, the provisions of the Contract shall prevail.

8. Should individual provisions of these General Terms and Conditions of Business for Hotel Accommodation be or become invalid or void this shall not affect the validity of the remaining provisions. Statutory provisions apply in other respects. In case of any invalid provisions, these shall be replaced by the statutory provisions which most closely approximate the invalid provisions in terms of meaning.

9. These General Terms and Conditions of Business for Hotel Accommodation shall enter into force on 8 February 2016.