

# GENERAL TERMS AND CONDITIONS

## ACCOMMODATION AND COMPLAINT RULES , INFORMATION REGARDING PERSONAL DATA PROTECTION

### MILOSLAVA DAVIDOVÁ – APARTHOTEL DAVIDS – BISKUPSKÝ DVŮR 1151/3 PRAGUE

#### 1. Basic information

Miloslava Davidová, as the Accommodation Provider, provides the following information to guests:

**Accommodation Provider:** Miloslava Davidová, Identification Number: 61374709, registered office: Aparthotel Davids – Biskupský dvůr 1151/3 Prague 1, Post Code 11000, Czech Republic, e-mail address: [aparthotel@davids.cz](mailto:aparthotel@davids.cz) or [manager@davids.cz](mailto:manager@davids.cz)  
TEL: +420 739 318 974 (hereinafter “hotel”).

**Price of the provided service:** the current prices for the provided services are listed on the website: [www.davids.cz](http://www.davids.cz) in the section “Contact Details and Price List”, and are also available at the hotel reception. The listed prices include VAT.

**Guest:** natural person staying in the hotel on the basis of an Accommodation Contract, or a person who concluded an Accommodation Contract.

**Payment and fulfilment method:** the guest shall make all payments agreed upon in the Accommodation Contract in cash, by payment card or via transfer to the Accommodation Provider's bank account, whose number and variable symbol the Accommodation Provider shall supply to the guest in writing. For accommodation and other provided services, the guest is obliged to pay prices in accordance with the current price list, no later than upon arrival, unless agreed otherwise in advance. The bill is payable upon presentation. As per the Registration of Sales Act, the hotel must issue the guest with a receipt. At the same time, it is obliged to record the sale with the tax administrator online; in the event of a technical outage, they must do so within 48 hours.

Valid means of payment are cash in Euro and Czech crowns, and MasterCard and Visa payment cards in Euro and Czech crowns.

The price includes heat, water, electricity, sewerage, lighting in common areas, maintenance and management, basic room cleaning 1x per 2 days and changing of bed linen 1x per week.

The applicable prices are final, and include all statutory taxes, fees and deductions. In the event of a change in tax rates, fees or deductions which the Contracting Parties were not aware of, the Accommodation Provider reserves the right to amend the changes correspondingly.

The Accommodation Provider is entitled to request a so-called Returnable Deposit for the apartment furnishings, compliance with the smoking ban, cases where exceptional final cleaning beyond the scope of regular cleaning is necessary, and the return of the keys to the room or apartment. The amount of the deposit is given by the type of ordered accommodation, being 2,500 CZK (€100) for rooms and 1 bedroom apartments, 3,500 CZK (€140) for 2 bedroom apartments and 5,000 CZK (€200) for 3 bedroom apartments.

**Duration of stay:**

**Start of stay – so-called Check In: from 3.00 pm on the first day of the stay.**

**End of stay – so-called Check Out: by 10.00 am on the last day of the stay.**

**Accommodation Provider:**

## **Miloslava Davidová – Aparthotel Davids, Biskupský dvůr 1151/3 Prague 1**

As per the provision of § 1837 section j) of the Civil Code, guests, as consumers, do not have the right to withdraw from the Accommodation Contract if the Accommodation Provider provides the fulfilment by the stipulated deadline;

The relationship between the guest and the Accommodation Provider established by the Accommodation Contract shall be governed by the law of the Czech Republic;

Information regarding the language in which the guest shall deal with the Accommodation Provider while the Accommodation Contract is in effect, and in which contractual conditions and other information shall be provided to guests: Czech and English.

### **1. Scope of validity**

These General Terms and Conditions apply to all contracts for the acceptance of guests concluded between Miloslava Davidová on the one hand and other persons (guests) on the other, and to all services provided by Miloslava Davidová.

### **2. Conditions for the conclusion of the Accommodation Contract**

The accommodation of guests in the hotel takes place on the basis of an Accommodation Contract concluded as per the provisions of § 2326 et seq. and these conditions as per § 1751 of Act no. 89/2012 Coll., of the Civil Code, on whose basis the hotel provides the Accommodated Party with temporary accommodation for an agreed period, in facilities designated for that purpose, and the Accommodated Party undertakes to pay the Accommodation Provider for the accommodation and related services by the deadline stipulated by these Accommodation Rules.

The Contracting Parties' rights and obligations not explicitly set out by the Accommodation Contract are set out by these Accommodation Rules and the Accommodation Provider's service price list. If the Accommodation Contract stipulates anything different from these Accommodation Rules or the Accommodation Provider's price list, the Accommodation Contract shall be used.

If the Accommodated Party fails to fulfil the obligations arising from the Accommodation Contract and the attached Accommodation Rules, or the Accommodation Provider's price list, or otherwise breaches good morals in the hotel, then the Accommodation Provider is entitled to terminate the Accommodation Contract before the expiry of the agreed period, without a notice period, if the guest was notified of their wrongdoing by the hotel as per the provisions of § 2331 of the Civil Code.

### **3. Conclusion of the Contract, reservation**

The Accommodation Contract is concluded upon the delivery of the written confirmation of the reservation by the Accommodation Provider, or the filling in of the registration card by the guest, and is binding for both Parties. Use of the hotel room for a purpose other than accommodation is explicitly prohibited.

If, due to a fault on their part (e.g. overbooking, temporary operational problems etc.), the Accommodation Provider cannot provide the services set forth in the confirmed accommodation order, then they are obliged to secure alternative accommodation for the guest.

The Accommodation Provider is obliged to:

Provide/offer the services set forth in the confirmed order, for the confirmed price, for the period set forth therein – or until the obstacles have been eliminated – in another hotel of the same or higher category. All extra costs connected with the arrangement of alternative accommodation are borne by the Accommodation Provider.

Provide a free transfer to the alternative hotel, and if applicable a free return at a later stage, to the guest.

If the Accommodation Provider completely fulfils all these obligations, or if the guest accepted the offered option of alternative accommodation, then the guest cannot subsequently exercise any claim to compensation.

## 2. Beginning of stay

1. The hotel is entitled to only accommodate a guest who has been properly registered. For this purpose, the guest shall present their valid ID card, passport or other valid proof of identity to the appropriate hotel worker – receptionist immediately upon arrival.

If the guest fails to prove their identity with a valid identity document (ID card, passport etc.), or refuses to fill in the registration form, then the hotel is entitled to refuse to accommodate them. As per § 103 section b) of Act no. 326/1999 Coll., on the Residence of Foreign Nationals in the Territory of the Czech Republic and on Amendment of Certain Acts, as amended, a guest who is a foreign national must present the Accommodation Provider with a travel document, residence permit, temporary residence permit, residence card of a family member of an EU citizen, permanent residence permit or permanent residence permit of an EU citizen, and personally fill in and sign the registration form or sign a document containing information in the same extent as the registration form; the obligation to personally fill in and sign the registration form or document containing information in the same extent as the registration form does not apply to foreign nationals under 15 years of age.

As per Act no. 560/1990 Coll., implementing the Sales Tax Act, the Accommodation Provider must maintain a written registration book, into which they enter the duration of the stay, purpose of the stay, name, surname, permanent residence or permanent residence abroad, and the ID card or travel document number of the natural person whom they provided accommodation to.

By requesting accommodation, but no later than upon the conclusion of the Contract, the guest grants their consent to the Accommodation Provider to the processing and storage of their personal data in accordance with Act no. 101/2000 Coll., within the scope of the provided information, for the purpose of providing accommodation and registering guests within the meaning of Act no. 565/1990 Coll., on Local Fees, and Act no. 326/1999 Coll., on the Residence of Foreign Nationals in the Territory of the Czech Republic and on Amendment of Certain Acts. The more detailed obligations of the guest and the Accommodation Provider regarding the maintenance of a guest book are stipulated by the afore-mentioned legal regulations.

2. The guest can check in from 3.00 pm to 7.00 pm. After the afore-mentioned time, the Accommodation Provider is not obliged to accommodate the guest, unless the guest has a previous confirmed reservation within whose scope they agreed on the option of a later check-in with the Accommodation Provider in writing.

3. The number of persons in the room must correspond to the number of persons who are registered to stay there. The Accommodated Party must declare their exact number when checking in.

4. The hotel reserves the right not to accommodate a guest who shows signs of excessive alcohol use, use of addictive substances or infectious disease.

5. At the beginning of the stay, the guest takes over the room without defects; they must notify the Accommodation Provider of any defects immediately. If the room or other hotel furnishings are damaged, whether by negligence or deliberately, the guest must pay compensation for the damage.

6. The guest uses the room for the agreed period. Unless a longer accommodation period was agreed upon in advance, the guest shall check out no later than 10.00 am on the last day of their stay, by which time they must vacate the room. If they fail to do so, then the hotel is entitled to charge the guest additional fees connected with this breach of the Accommodation Rules. This does not give rise to any contractual entitlement on the guest's part to continue their stay in this room. If the hotel has already reserved this room, and the guest does not obey the notifications or is not present in the hotel, then the hotel reserves the right to clear out the guest's room in the presence of three persons, draw up a list of the guest's property, and store it in a safe place so that the room can be used by the guest who previously reserved it. The cost of storing the property is borne by the guest. If the guest

does not collect their property within 30 days from the end of their stay, then the hotel is entitled to liquidate or sell the guest's property at their expense.

7. In special cases, the hotel may offer the guest accommodation different than that which was agreed upon, if it does not significantly differ from the confirmed order.

The accommodation period is agreed upon no later than when the guest is checking in, and is recorded on their registration card. The accommodation period may only be extended with the Accommodation Provider's written consent.

If the guest requests an extension, the hotel may offer them a room different from the one they were originally accommodated in.

8. Children under 3 years of age are not permitted to stay in rooms with shared bathrooms; they can only stay in en suite apartments. One child, up to 5.99 years of age, can be accommodated free of charge without entitlement to a bed. Every additional child, or a child older than 6 years of age, must have their own bed, or an extra bed, which shall be charged according to the Accommodation Provider's price list.

9. Guests under 18 years of age shall only be accommodated if accompanied by an accommodated adult.

### **3. Stay in the hotel**

1. The guest has the right to use the premises reserved for their stay, as well as the hotel's common areas which are designated for accommodating guests, and to use the services connected with the stay.

2. Guests are not authorised to move any equipment or furnishings (furniture, television, telephones etc.) anywhere in the hotel complex without the receptionists' prior consent.

3. Towels are changed every 2<sup>nd</sup> day, or in the case of medium length stays (15 or more nights), every 3<sup>rd</sup> day. Bed linen is changed every 7<sup>th</sup> day.

4. If, upon check-in or during their stay, the guest discovers any defect in the room or the common areas, or equipment therein, which prevents the safe use of the room or the hotel facilities (particularly defects in electrical appliances or the mains, but also others), the guest is obliged to report this defect to the hotel reception without undue delay. The maintenance worker shall take all necessary measures to ensure it is eliminated as quickly as possible. Guests are not authorised to repair any equipment on the room or the hotel; in particular, they are not authorised to interfere with any wiring, including changing light bulbs and strip lights.

5. Receiving visitors in the room is permitted only from 8.00 am - 7.00 pm, and exclusively with the reception's consent. Every visitor must be entered in the visitor log book, and must also always announce their departure at the reception.

6. Guests are not authorised to use their own electrical appliances in the room or the hotel, with the exception of the following: electrical appliances for personal hygiene, notebooks, tablets, pocket audio and video players, chargers for the afore-mentioned appliances, mobile phones, cameras and video cameras. Guests are responsible for ensuring that their electrical appliances which they are using are certified for use in the Czech Republic, and in a proper state enabling their safe use, whereby they undertake to use them only in accordance with the instruction manual, with which they must be familiarised. Guests use their electrical appliances on their own responsibility, whereby before their use (connection to the mains), they must familiarise themselves with the relevant connection point's technical parameters (particularly current and voltage).

Before using electrical appliances which are part of the room and hotel equipment, guests are also obliged to familiarise themselves with the rules for their use, and to comply with same. The rules for using electrical appliances are available in the rooms, beside the individual appliances, or at the hotel reception.

7. Dogs and other animals cannot be accommodated in the hotel.
8. Quiet night-time conduct in the building and its immediate surroundings generally applies from 9.00 pm to 8.00 am. During the afore-mentioned period, guests undertake not to disturb other guests staying in the hotel.
9. Guests are not authorised to cook in their rooms – with the exception of 1 and more bedroom apartments, which are equipped with electric cooking facilities. Cooking is permitted exclusively in places designated for that purpose.
10. SMOKING IS PROHIBITED in the hotel rooms and the entire hotel complex. A failure to comply with this prohibition is subject to a fine of 2,500 - 5,000 CZK (€100 – 200), according to the size of the apartment, for every individual breach of this prohibition. In addition to the contractual fine, the hotel is entitled to full compensation for damage. The provisions of § 2050 of Act no. 89/2012 Coll., of the Civil Code, shall not be used.
11. When departing, the guest must close the water taps in the room, switch off the lights, light fixtures and TV, and close the windows and the entrance door. If the apartment includes kitchen equipment, the guest must liquidate all food residue and wash the dishes after themselves. If they fail to comply with this rule, or if the apartment is excessively fouled, they may be charged a contractual fine of 1,000 to 2,500 CZK (€40 – 100), depending on the size of the room or apartment and the degree of fouling.
12. For safety reasons, children under 10 years of age cannot be left without adult supervision in the room or other areas of the hotel.
13. The carrying and storage of weapons is prohibited throughout the building.
14. Upon check-in, the guest shall receive a set of keys, and they must prevent this set of keys from being lost, destroyed, damaged or made available to third persons who are not direct participants in the Accommodation Contract. If the key is lost, the guest must immediately report this loss to the reception. The guest must then pay the Accommodation Provider a handling fee of 1,000 CZK for the loss and the issue of a new room key.
15. If the guest suffers an illness or an injury, the hotel shall arrange medical assistance. The fee for transportation and treatment shall be paid by the guest themselves.
16. It is prohibited to bring weapons, ammunition, explosives, chemicals, flammable and volatile substances, narcotics or objects which emit a strong electromagnetic field into the hotel. A breach of this regulation shall result in the immediate termination of the guest's stay, without an entitlement to the refund of any sum paid for the accommodation.
17. If an accommodated person under the influence of alcohol or narcotics does not offer a guarantee that they shall comply with the Accommodation Rules, they may be prevented from entering the hotel. A repeat of such a situation shall be reason to terminate this person's stay.
18. Guests are not permitted to store sports equipment or objects in the room; the manner of their storage must always be agreed with the Accommodation Provider in advance, before check-in.
19. The Accommodation Provider shall allow the storage of the guest's luggage before check-in or after departure only under the condition that the storage and collection of the luggage shall take place on the same day as the check-in, or within a maximum of 24 hours after the end of the guest's stay. If the guest requires the storage of their luggage outside this time, then they shall be charged a luggage storage fee of 50 CZK / piece for every day of storage. The guest must announce the exact date and time at which they shall collect their luggage in advance, and in the case of paid storage they must also pay the stipulated fee in advance.

The Accommodation Provider also reserves the right to refuse to store the guest's luggage due to spatial, organisational or operational reasons. If the guest does not collect their luggage by the stipulated deadline, the Accommodation Provider reserves the right to store it in a safe place, for a period of no more than 30 days from the expiry of the deadline for its collection. After this deadline, the Accommodation Provider is entitled to liquidate or sell the guest's luggage at their expense.

20. When departing, the guest must return all sets of keys to the reception. If the reception is closed, the guest must put the keys into the designated box (the opening in the wall on the left of the reception entrance).

21. Furthermore, without the Accommodation Provider's consent, the guest may not:

- let another person use the premises reserved for their stay
- use the Accommodation Provider's premises for their own business or gainful activity
- state the address of the house which contains the accommodation premises as their place of business
- use open fire

22. The guest has the right to submit complaints regarding any shortcomings in the provided services. They must submit the complaint without undue delay so that redress can be arranged, if possible in the same place.

In the area of accommodation services, the guest has the right to request the elimination of a defect which relates to the room's functionality or furnishings. If the defect cannot be eliminated, then a service shall be provided to them in an alternative manner.

#### **4. Safety, and liability for damage**

1. The guest is obliged to familiarise themselves with the Safety Rules and the Evacuation Plan.
2. During their stay, the guest shall act in such a way as not to cause unreasonable damage to another person's freedom, life, health or property.
3. The guest is liable for any damage to the Accommodation Provider's property, whether it was caused deliberately or by negligence. In the event of damage, the guest is obliged to immediately inform the reception and pay for the damage in full. Damage is compensated in money, or by restoration to the original state. Proof of compensation for damage shall be issued by the relevant employee at the guest's request.
4. The Accommodation Provider is responsible for clients to damage which they caused by breaching their legal obligations.
5. The Accommodation Provider is responsible for guests' property, and for any damage to same, if it was stored in a place designated for that purpose, or a place where it is usually stored, to a maximum amount of 15,000 CZK (€600) per person. The Accommodation Provider is not liable for damage caused by another person or force majeure. The hotel assumes responsibility for money and valuables only if a proper acceptance protocol was drawn up regarding their storage in the hotel safe in the reception. The guest acknowledges that the room safe is not intended for the storage of valuables; the safe in the reception is exclusively reserved for this.
6. If the hotel services prove to be defective or inadequate, the hotel shall take steps to eliminate them after becoming privy to them or in response to an immediate complaint by a guest. The guest must provide reasonable collaboration with the aim of eliminating the defect, and thereby minimising potential damage. The guest is also obliged to prevent damage, and notify the Accommodation Provider in good time of the possibility of damage of extraordinary significance occurring.
7. Any property forgotten in the hotel by the guest shall only be sent to them at their request, and at their expense and risk. The Accommodation Provider stores forgotten items for a period of 1 month, after which the hotel reserves the right to liquidate these items.

## **5. Free Wi-Fi**

1. The hotel offers guests and visitors a free internet connection via a Wi-Fi network. When using the Wi-Fi network, every user is obliged to comply with all applicable legal regulations; in particular, they must avoid breaching copyright regulations, illegal sharing or downloading of works of art, overloading the Wi-Fi network, any activity which causes the transmission or dissemination of computer viruses, sending of unwanted messages (spam), dissemination of alarm messages, or other activities which are in conflict with the related legal regulations.
2. Downloading music, films, games, torrents or pornographic and warez material, sending unwanted e-mails, illegal behaviour and offers, and compromising other network users is prohibited.
3. If the guest cannot connect due to a weak signal or no signal, this is not reason to report a network defect. The service's functionality in uncovered parts of the hotel cannot be demanded in any way. As the Wi-Fi band is public, and can be used by anyone, one must count on the possibility of the overloading or occasional disruption of the frequency band. Any outages or temporary decreases in signal quality cannot be resolved by the Provider, and may not be the subject of any discounts on accommodation or other services.

## **6. Accommodation price and cancellation fees**

1. Prices for the provision of a service, particularly accommodation, are charged according to the valid price list issued by the Accommodation Provider. Every preliminary reservation includes individually agreed payment and cancellation conditions. In the event of a failure to comply with the stipulated payment terms, the Accommodation Provider has the right to cancel the reservation.

The customer has the right to cancel the order, without stating a reason, exclusively in writing or by e-mail. The cancellation comes into effect as soon as this request is delivered. Cancellation fees in the event of a complete or partial cancellation of the order are paid by the customer, payable immediately, and are always stipulated in connection with the specific cancellation conditions, which were part of the price offer and the guest's subsequent binding confirmed order.

## **7. Personal data protection principles**

1. Miloslava Davidová, Identification Number 61374709, registered office Aparthotel DAvids Biskupský dvůr 1151/3 Prague 1 – 110 00, processes personal data in accordance with Regulation (EU) no. 2016/679 of the European Parliament and of the Council of the 27<sup>th</sup> of April 2016, General Data Protection Regulation (“GDPR”), and other legal regulations.

For the purpose of reservations, accommodation and maintenance of registration books, the following personal data categories are processed:

- Identification and contact details (name, surname, date of birth, permanent residence, e-mail, telephone number).
- Information connected with the maintenance of a registration book as per Act no. 565/1990 Coll., on Local Fees (accommodation period, purpose of stay, ID card or travel document number, if applicable visa, nationality).

2. The Accommodation Provider strives to ensure that their website offers visitors what they are looking for. In order to achieve this objective, visitor data may be used for analysis, to improve quality, to develop services, to improve the website's performance, to measure the success rate of our advertising campaigns, or to adapt the Accommodation Provider's services to the order. For these purposes, the Accommodation Provider may provide information which cannot be used to personally identify the visitors, such as for example, but not only, anonymous demographic data or online behaviour, to the Accommodation Provider's contractual partners (e.g. third party service providers).

No such information shall be provided to third parties without being in a summarised form which prevents personal identification.

## **8. Complaint Rules**

1. As per the applicable legal regulations, particularly Act no. 89/2012 Coll., of the Civil Code, as amended (hereinafter "Civil Code"), and Act no. 634/1992 Coll., on Consumer Protection, as amended (hereinafter "Consumer Protection Act"), these Complaint Rules set out the extent, conditions and manner of the exercise of a customer's rights from defective fulfilment arising from the Accommodation Provider's liability for defects in accommodation, individual provided services or sold goods, and handling of same (hereinafter "complaint").

### **2. Submission of complaints**

a) In the case of defectively provided services, or services which were demonstrably ordered and confirmed but not provided, a right arises for the customer – guest – to submit a complaint. The guest exercises their rights arising from defective fulfilment in the Accommodation Provider's headquarters.

b) The guest must point out the defect in the provided services in good time, and without undue delay, if possible in the place where the service is provided. If the guest does not point out the defect in the provided service without undue delay, then their complaint cannot be recognised. The immediate reporting of the defect (submission of a complaint) on site shall enable the defect to be eliminated right away, while over time it becomes more difficult to make a demonstrable and objective assessment, and thereby handle the complaint properly.

c) When submitting a complaint, the guest must state their name, surname, address and the content of the complaint, they must justify their complaint and if possible also demonstrably and factually provide evidence of the subject of the complaint; at the same time, it is recommended that they present a document regarding the provided service, and copies of the order, invoice, payment confirmation etc., which makes it easier to deal with the complaint.

d) The guest can submit a complaint in any form, as long as they state the date, subject of the complaint and the required method of handling the complaint. If the complaint is made verbally, a representative authorised by the hotel must draw up a complaint protocol with the guest, or issue a written confirmation of receipt of the complaint. In the protocol, they shall state the customer's personal details, when the guest submitted the complaint, what the content of the complaint is, what method of handling the complaint the customer requires, and the date and the required method of handling the complaint. The protocol, or confirmation of receipt of the complaint, shall be signed by the hotel representative and the guest, whose signature expresses their agreement with its content.

e) If the guest simultaneously also hands over other documents or materials relating to the complaint to the Accommodation Provider's representative, then this fact must be explicitly set forth in the protocol.

### **3. Handling of complaints**

a) The Accommodation Provider is obliged to issue the guest with a written confirmation of when the customer submitted the complaint, what the content of the complaint is, what method of handling the complaint the customer requires, and a confirmation of the date and method of handling the complaint, or written justification for rejecting the complaint.

b) If the guest exercises a right arising from defective fulfilment connected with services which are being or were provided to them, then after the necessary examination of the factual and legal circumstances, the head of the establishment providing the services in question or another representative authorised by Hotel Stará Pekárna must decide on the complaint immediately, or in complicated cases within three working days. The time necessary for the expert assessment of the defect is not included in this period. The complaint must be dealt with without undue delay, no later than 30 days from its submission by the customer, unless a later deadline is agreed upon with the customer.

c) In the case of complaints submitted in writing, the provisions of paragraph 3.a) of the Complaint Rules apply to their content as appropriate.

### **4. Collaboration by the customer during the handling of complaint**

a) The guest is obliged to provide the necessary collaboration for the handling of the complaint; in particular, they must submit information and present documents demonstrating the state of facts, specify their requirements regarding reason and amount, etc. If the nature of the matter requires it, the customer must allow the Accommodation Provider's authorised representative, as well as the service supplier's representatives, access to the premises which were provided to them for their stay etc., so that they can verify the legitimacy of the complaint.

b) In cases where the guest draws services without the Accommodation Provider's representative being present, and the provided service has defects, the Accommodation Provider recommends that the guest also heed the timely and proper exercise of claims against the service suppliers.

#### 5. Complaint handling methods

a) In cases where the complaint is assessed as fully or partially justified, the handling of the complaint consists of the free elimination of the defect in the service, or where possible also the provision of a substitute service. Depending on the extent and duration of the defect, the customer has the right to a reasonable discount on the price. This does not affect the customer's right to demand withdrawal from the Contract in legally stipulated cases. In cases where the complaint is assessed as unjustified, the customer is informed in writing of the reasons for the rejection of the complaint.

b) If circumstances arise whose origin, progress and if applicable consequence is not dependent on the Accommodation Provider's will, activity and actions, or circumstances arise on the guest's part on whose basis the guest completely or partially fails to use services which are ordered and paid for, and secured by the Accommodation Provider, the guest is not entitled to a refund of the paid price or a discount on the price.

#### 6. Other provisions

a) In other matters, the provisions of generally binding legal regulations, in particular the Civil Code and the Consumer Protection Act, apply.

b) As per the provision of § 14 of Act no. 634/1992 Coll., on Consumer Protection, as amended, the customer has the option of resolving any disputes arising from contracts concluded with the hotel via an entity for the extrajudicial resolution of consumer disputes, being the Czech Trade Inspection Authority, or to resolve the dispute online via a designated ADR platform. Before the extrajudicial resolution of the dispute is considered, we recommend that the guest use our company's contact details to resolve the situation.

### 9. Final provisions

These General Terms and Conditions (hereinafter "GTC") are binding for the Accommodation Provider's guests as of the date of conclusion of the Accommodation Contract (accommodation reservation), and are an integral part thereof. By concluding the Contract, the guest confirms that they have familiarised themselves with them, and that they agree with their provisions. If the guest is a person different from the person who concluded the Accommodation Contract, then this person undertakes to familiarise the guest with the afore-mentioned GTC, no later than the beginning of the stay. This guest (not the Party to the Accommodation Contract) must comply with these GTC from the beginning of their stay in the hotel, whereby by staying in the hotel they express their agreement with these GTC.

A breach of these GTC establishes the Contracting Party's right to compensation for damage, and to withdraw from the Accommodation Contract.

**In the event of a breach of these GTC, the Accommodation Provider has the right to terminate the guest's stay before the originally agreed departure day. In such a case, the guest must pay the price for the entire agreed accommodation period, and leave the hotel immediately.**

Legal relationships and other matters not explicitly addressed by these GTC are governed by the applicable legal regulations of the Czech Republic, and the hotel's other internal regulations.

In Prague, on 02/01/2020