

# GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMODATION AND RELATED SERVICES

of the Parkhotel Pruhonice \*\*\*

Uhrinevska 12, 252 43 Pruhonice, Czech Republic

(hereinafter referred as to „the hotel“; this terms and conditions hereinafter referred as to the „Terms“)

as operated by the company:

BOHEMI, spol. s r. o.

Company Id. No.: 18630120, VAT Id. No.: CZ18630120

with its registered office at: Uhrinevska 12, 252 43 Pruhonice, Czech Republic

registered in the Commercial Register kept by the Municipal Court of Prague, section C, insert 2300 (hereinafter referred as to the “Accommodation Provider”)

## 1. Conditions for the conclusion of an accommodation contract

- 1.1 The accommodation of a guest within the hotel is realized on the basis of an accommodation contract concluded in accordance with the section 2326 and following of the Czech Act No. 89/2012 Coll., the Civil Code (hereinafter referred as to the “**Civil Code**”). Based on such accommodation contract the Accommodation Provider provides to a guest a short-term accommodation for a period stipulated in such contract or for a period following from the purpose of the accommodation in the hotel and the guest (hereinafter referred as to the “**Guest**”) undertakes to pay to the Accommodation Provider for the accommodation and the related services within the time limit determined by this Terms (hereinafter referred as to the “**Contract**”).
- 1.2 The rights and duties of the contracting parties not regulated expressly by the Contract shall be governed by this Terms as well as by the hotel’s services price list (hereinafter referred as the “**Price List**”), both constituting an integral part of the Contract. Shall the wording of the Contract differ either from the wording hereof or from the wording of the Price List, the respective provision of the Contract shall prevail.
- 1.3 In the case the Guest, despite a warning, breaches the duties imposed on him by the Contract, this Terms and/or the Price List and/or good manners (hereinafter referred as to the “**misconduct**”), the Accommodation Provider is entitled to terminate the Contract with immediate effect before the expiration of the agreed Contract period.

## 2. Conclusion of the Contract, booking

- 2.1 The Guest is obliged to book the desired accommodation provided by the Accommodation Provider in writing, eventually by a telephone call or personally at the hotel’s reception desk. Any booking shall be considered either as complying with the written form or confirming the booking made by a telephone call, as required in the previous sentence, once it is done via the booking form at hotel’s website, via e-mail sent to one of the following e-mail address: [info@parkhotel-pruhonice.cz](mailto:info@parkhotel-pruhonice.cz) or [manager@parkhotel-pruhonice.cz](mailto:manager@parkhotel-pruhonice.cz) or [sales@parkhotel-pruhonice.cz](mailto:sales@parkhotel-pruhonice.cz) or via any registered mail service with the use of the hotel’s address mentioned in the heading hereof.
- 2.2 As soon as the Accommodation Provider obtains either the Guest’s booking in writing or a written confirmation of the booking, it is entitled to issue an advance invoice for an amount ranging from 30 % to 50 % of the anticipated accommodation price, which advance invoice shall be sent to the Guest either to his address mentioned in the written booking according to the paragraph 2.1. hereof or via an e-mail message sent to Guest’s e-mail address as stated in the booking. The Guest is obliged to pay the advance payment within the period and under the condition stated in the advance invoice. No advance payment is required in the case the stay in the hotel is booked seven or less days prior to the required day of arrival. In such case the

accommodation price shall be fully paid either on check-in or check-out, depending on the agreement of the Accommodation Provider and the Guest. In the case any payment shall be made against an invoice, the due period shall be 14 days after issuance, unless the respective invoice states otherwise.

- 2.3 The Contract is considered closed at the moment the Guest's registration card is filled in. In the case no registration card is filled by the Guest, regardless of the reason, the Contract is considered concluded at the moment the Guest takes over the room key (as it is defined in the paragraph 8.3. hereof).

**3. Cancellation policy, Contract withdrawal before arrival, non-arrival**

- 3.1 Shall the Guest fail to pay the advance payment according to the paragraph 2.2. hereof duly and on time, the Guest's booking is considered cancelled entirely at the moment of the expiration of the due date according to the respective advance invoice.
- 3.2 The Guest is entitled to withdraw from the Contract, without any need to state the reason, until the day preceding the announced day of check-in. The Guest is obliged to deliver to the Accommodation Provider a written notice containing the withdrawal from the Contract. The Accommodation Provider is, in such case, entitled to charge the Guest with a cancellation fee which shall either be counted from the amount of the paid advance payment or the respective invoice shall be issued for the purposes of the payment of the cancellation fee (in the case no advance payment was paid), where the amount of the cancellation fee shall be determined as it follows:

The moment of the delivery of the withdrawal from the Contract to the Accommodation Provider (in calendar days)	Cancellation fee rate (in %)
30 – 15 days before the day announced as the day of check-in	30 % from the whole price of the booked accommodation
14 – 7 days before the day announced as the day of check-in	50 % from the whole price of the booked accommodation
6 - 1 days before the day announced as the day of check-in	70 % from the whole price of the booked accommodation
on the day announced as the day of check-in	100 % from the whole price of the booked accommodation

- 3.3 In the case the Guest does not arrive on the day announced as the day of check-in until 6:00 p.m., the Accommodation Provider is entitled to withdraw from the Contract and, at the same time, it is entitled to charge the Guest with a cancellation fee amounting to the 100 % of the paid advance payment. In the case the booking included more nights, the whole booking shall be considered as cancelled. The foregoing does not hold true in the case the Guest informed the Accommodation Provider on his delay in advance, i.e. not later than one calendar day before the day announced as the day of check-in. What is stated in the paragraph 2.1. hereof about the form of booking of an accommodation shall apply accordingly to the way the Accommodation Provider should be informed on the Guest's delay.

**4. Arrival**

- 4.1 The Guest shall announce his arrival at the reception desk to a hotel's authorized employee. The Guest takes into account and understands that in special duly justified cases, the Accommodation Provider is entitled to provide the Guest with a different accommodation than the booked one, provided it does not differ significantly from the accommodation specified in the confirmed booking.
- 4.2 The Hotel is entitled to accommodate only a duly registered Guest. Right on arrival, every Guest shall present his/her personal document, i.e. ID card, eventually passport or any other

document proving his/her identity (e.g. residence permit) at the reception desk in order for the authorized employee of the Accommodation Provider to be able to verify the Guest's identity. By signing the registration card issued by the Accommodation Provider, the Guest confirms his/her personal data and the term of his/her stay are correct. Consequently, the hotel's relevant employee gives to the Guest his/her hotel card stating (besides other things) the room number; this hotel card shall be presented by the Guest at every entry to the hotel.

- 4.3 Unless it is agreed otherwise, arriving guests are being accommodated every day from 2:00 p.m. to 12:00 a.m.
- 4.4 On check-in, the Guest shall pay the rest of the accommodation price (in the case there was an advance payment), i.e. the agreed accommodation price reduced by the advance payment paid according the paragraph 2.2. hereof. After the payment of the rest of the accommodation price according to the previous sentence hereof, the Accommodation Provider shall issue an invoice for the Guest confirming that it was duly paid for the whole stay in the hotel. On check-in, the Accommodation Provider is further entitled to require the submission of the Guest's debit or credit card as a guarantee of the payment of 100 % of the anticipated accommodation price, where after the end of the Guest's stay, the Accommodation Provider is entitled to make an authorization of an payment corresponding to the amount covering the real accommodation price and other relating costs (e.g. the restaurant services, minibar stuff consumption etc.) from such card even without the Guest's presence (offline); the Guest expresses his/her consent with the foregoing by providing the debit or credit card.
- 4.5 On check-in, the Accommodation Provider is entitled to require the Guest to pay a deposit in the amount of CZK 2.500,- per a room. This deposit is refundable on departure, either in full amount or lowered in the way anticipated in the article 7. hereof.
- 4.6 In the case the Guest is accommodated in the hotel for a period longer than three days, the Accommodation Provider is furthermore entitled to require the payment of all expenditures recorded at the Guest's hotel bill every third day of the Guest's stay in the hotel. Non-payment of these expenditures on hotel's appeal is considered as a serious breach of Contract duties by the Guest and the Accommodation Provider is in such case entitled to terminate the Contract immediately. In the case the Accommodation Provider terminates the Contract, the Guest is obliged to leave the hotel room in a period determined by the Accommodation Provider. Shall the Guest not leave the Hotel room in this period, the Accommodation Provider is entitled to charge the Guest with a late fee amounting to CZK 500,-. The paragraph 8.1 hereof shall further be applicable to the following check-out process, where the day of the Contract termination shall be considered as the last day of Guest's stay in the hotel.
- 4.7 An authorised receptionist shall inform the Guest on this Terms. This Terms is available in hotel's public spaces, hotel's boards in hotel rooms or at hotel's website. By taking over the room key (with its definition contained in the paragraph 8.3. hereof) from the respective hotel room or by providing the hotel with identification data in the extent required by the actual generally binding laws (depending on which happens first), the Guest is considered as accommodated and, at the same time, it expresses his/her consent with this Terms.
- 4.8 The number of persons accommodated in a hotel room must fully correspond with the number of persons who were duly checked-in.
- 4.9 The period of stay shall be agreed on not later than on the Guest's check-in and it shall be recorded in the hotel's PC booking system, hotel's accommodation book or Guest's registration card. The period of stay may be prolonged only with the consent of the Accommodation Provider and must be supported with a record in the hotel's PC booking system, hotel's accommodation book or Guest's registration card.
- 4.10 The Accommodation Provider informs the Guest and the Guest takes into account and agrees that the Accommodation Provider is, as it follows from generally binding laws, obliged to keep the record of some Guests' personal data, which is in the case of (i) the citizens of Czech

Republic (hereinafter referred as to the “**Citizen**”) in order to comply with the obligations imposed on the Accommodation Provider by the Czech Act No. 565/1990 Coll., on Local Fees, as amended (hereinafter referred as to the “**ALF**”) and in the following extent: period of stay, purpose of stay, first name, surname, permanent address either in Czech Republic or abroad and the number of ID card or passport of the Guest; and in the case of (ii) persons who are citizens of other country than Czech Republic (hereinafter referred as to the “**Foreigner**”) in order to comply with the obligation imposed on the Accommodation Provider by the Czech Act No. 326/1999 Coll., on the Stay of Foreign Nationals in the Territory of the Czech Republic (hereinafter referred as to “**ASFN**”) and in the following extent: Guest’s first name and surname, day, month and year of birth, nationality, passport number, the beginning and the end of the stay (all together hereinafter referred as to the “**Personal Data**”). The processing of Personal Data is carried out by the Accommodation Provider, where the record of the Personal Data regarding the Citizens has to be kept in a registry book and the record of the Personal Data regarding the Foreigners has to be kept in an accommodation log. Personal Data may be made accessible to public authorities which are, according to the respective legal rules, determined or entitled to deal with recorded Personal Data and/or to control the compliance of the obligations of the Accommodation Provider imposed on him by ALF and ASFN. The Guest has the right to access his/her Personal Data and to correct his/her Personal Data. The Guest who finds out or thinks that the administrator or the processor of his/her Personal Data processes his/her Personal Data not in compliance with the protection of private and personal life of the Guest or not in compliance with any law, mainly in the case the Personal Data is not accurate with regard to its processing, has the right to ask the Accommodation Provider for an explanation and to require the Accommodation Provider to remedy that (mainly by a correction or a completion). Furthermore, the Guest has the right to address the Accommodation Provider and, in the case the Accommodation Provider does not oblige the Czech Office for Personal Data Protection, with his legitimate requests; however, the Guest is fully entitled to address the Czech Office for Personal Data Protection directly. In the case the Guest asks for an information on the processing of his/her Personal Data, the Accommodation Provider is obliged to provide the Guest with such information without undue delay. The Accommodation Provider has the right to ask for an adequate remuneration not exceeding the expenses necessarily incurred in order to provide the required information.

- 4.11 The Guest takes into account that only persons not suffering from any infectious or other disease endangering the lives or health of hotel’s employees or other hotel’s guests are allowed to use the hotel.

## **5. General rules of accommodation**

- 5.1. The Guest has the right to use the space reserved for his/her accommodation as well as the hotel’s common premises and to use the services related to accommodation. However, entitled to use the hotel room, in which the Guest is accommodated during his stay in the hotel, is the Guest only for the period agreed in the Contract with the Accommodation Provider as his/her period of stay.
- 5.2. The Guest shall obtain a room key, or a room key card with magnetic strip or chip (hereinafter referred as to the “**Key**”) on his/her check-in. The Guest is obliged to prevent any loss, destruction or damage of the Key as well as any access to the Key by third persons, who are not a direct participant of the Contract concluded between the Guest and the Accommodation Provider. Any eventual sanction for the loss, destruction or damage as well as for making the Key accessible as described in the previous sentence are contained in the Contract (the hotel is entitled to charge the Guest with a fee amounting to CZK 500,- for every abovementioned case of breach).
- 5.3. The Guest is obliged to:
- get acquaint with this Terms and to comply herewith (it is available in hotel’s public spaces, hotel’s boards in hotel rooms or at the hotel’s website);

- pay the agreed accommodation price as stated in the booking confirmation or in the actual Price List (unless a different price was agreed);
- use the space determined to accommodation duly, keep the whole space designated for accommodation tidy and clean;
- to ensure the whole space designated for accommodation is kept tidy and clean;
- protect the hotel's equipment in the space designated for accommodation against any damage;
- report, without delay, any damage or loss caused within the hotel's space by the Guest or any person accommodated with the Guest and pay, immediately, the damages to the Accommodation Provider in full;
- from 10:00 p.m. to 7:00 a.m. observe the night quiet time and behave so that others are not disturbed by any excessive noise;
- close all water tabs, switch off the lights and appliances which are not used when the Guest is not present and close all the windows when leaving the hotel room;
- leave the Key at the reception desk when leaving the hotel;
- use the hotel's internet connection (Wi-Fi) in accordance with actually generally binding laws and regulations.

5.4. Without previous consent of the Accommodation Provider the Guest is forbidden to:

- make any significant changes within the space designated for accommodation (move the furniture, relocate equipment etc.);
- carry away any equipment and appliances from the space designated for accommodation;
- use, within the space designated for accommodation, own electric appliances and electronics excluding small appliances used by the Guest for personal hygiene (mainly shaving or massaging machines, hair dryer etc.) and small portable electronics (cell phones, tablets, notebooks etc.), however, when it comes to these electric appliances and electronics, the Guest is always obliged to ensure they are in a perfect (third persons or property not endangering) state without any defect and they conform with any legal and technical rules;
- be in possession, within hotel's premises, of any illegal or dangerous substances or materials (e.g. drugs, hallucinogenic substances, explosive materials, industrial chemicals, toxic material etc.);
- leave the spaces designated for accommodation to another person;
- accept visitors in the space designated for accommodation; every visit must be duly registered in the visitors book or announced to a receptionist and any visits are allowed only from 9:00 a.m. to 10:00 p.m. and the consent of the Accommodation Provider is always required; any visits may be received only within the hotel's common premises, the Guest is obliged to pay a fee amounting to CZK 400,-/per person/per night for a visit staying at his/her hotel room after 10:00 p.m.;
- state the hotel's address as his/her seat, registered office or place of business;
- leave an unsupervised minor aged 10 or less in a hotel room or other hotel's premises;
- place any animal within the hotel's premises. When appealed by the hotel's personnel, the owner of an animal is obliged to prove its perfect state by submitting a valid and fully actual vaccination card. The Guest is responsible for any eventually caused damage, for which case the paragraph 5.3. hereof is applicable.

5.5. Furthermore, within the premises designated for accommodation, the Guest is forbidden to:

- carry a weapon, ammunition and explosive material or be in a possession of any of these things in any other way, mainly in the state enabling their immediate use;

- keep, produce or be in possession of narcotics or any psychotropic substance or poison, unless it is a medicine the use of which was prescribed to the Guest by a doctor;
- smoke, where in the case of breach of this ban the hotel is entitled to charge the Guest with a fee amounting to CZK 1000,- for every single event of a breach of this ban;
- park any car on a space different than designated for parking;
- use an open fire.

## 6. Liability of the Accommodation Provider for Guest's things

- 6.1 The hotel is liable for any damage caused to a thing the Guest brought into the hotel, provided the damaged thing was stored within the premises reserved for storage or in a place such thing is usually stored within the hotel. The space reserved within the hotel for finances, jewellery or any other valuables (hereinafter referred as “**Valuables**” or individually as “**Valuable**”) differs depending on the value of the respective Valuable and is determined as it follows:
- a. the space reserved for Valuables with their total real value not exceeding the amount of CZK 5.000,- shall be the safe placed in the hotel room in which the Guest is accommodated through his stay in the hotel (hereinafter referred as “**Hotel Room**”);
  - b. the space reserved for Valuables with their total real value reaching any amount between CZK 5.000,- and CZK 20.000,- shall be the safe placed in the Hotel Room;
  - c. the space reserved for Valuables with their total real value exceeding the amount of CZK 20.000,- shall be the safe placed at the Hotel's reception.
- 6.2 Shall the total real value of Valuables exceed the amount of CZK 30.000,- the Guest is obliged to store such Valuables in a bank (eventually at a different place recommended by the Hotel) or at another suitable place, at the same time the Guest acknowledges that he/she brings such Valuables into the Hotel on his own responsibility and the hotel is not, in any case, liable for any damage caused to such Valuables.
- 6.3 In the event of any damage caused to a thing (incl. Valuables) brought into Hotel and stored in a place determined by the Hotel as a storage reserved for such thing, the Hotel remedies the damages caused to the Guest by a corresponding amount, however, always only up to the amount of CZK 30.000,-, unless a cogent legal rule states higher level of hotel's liability for such damage. Shall the Guest breach the hotel's instruction on the reserved storage place, he/she is not entitled to bring any claims relating to the caused damage against the hotel.
- 6.4 The Guest is entitled to ask the Accommodation Provider for the deposit of Valuables, unless the things are dangerous or of disproportionate value or extent. As of disproportionate value shall be considered a thing of value exceeding the amount of CZK 30.000,-. As of disproportionate extent shall be considered a thing exceeding 20 cm x 30 cm x 5 cm when it comes to its measures. The hotel is entitled to charge any deposit by a fee according to the Price List, as well as to require the Valuables handed over for deposit to be in a closed and sealed case.
- 6.5 Any claims for damages caused to Guest's things shall be noticed to the hotel within 15 days following after the day the Guest found out the respective damage. Any damages shall not be remedied in the case the damage was caused by the Guest or by any person accompanying the Guest.
- 6.6 In the case the Guest leaves any of his/her things in the hotel without paying for the accommodation, the Accommodation Provider shall move the Guest's things from the Hotel Room and store them at a safe place in order to prevent it from any damage. After the Guest's debt for accommodation is paid, the Accommodation Provider shall give the stored things to the Guest.

## 7. Safety provision, Guest's liability for caused damage

- 7.1 The Guest is obliged to get acquainted with the safety provisions and the evacuation plan for the case of fire. This evacuation plan shall be found in every hotel room and it may also be consulted at the reception desk on a request addressed to the respective receptionist.
- 7.2 The Guest is obliged to act in a way not causing any unjustified harm to freedom, life, health or property of someone else.
- 7.3 Shall the Guest, by his acting, cause any damage to the property of the hotel or another Guest, it is obliged to remedy the caused damages in full amount. The damages caused shall be primarily paid from the deposit according to the paragraph 4.5 hereof (provided it was paid). In the case the damages caused is higher than the deposit, or in the case no deposit was paid, the Guest is obliged to compensate the damages to the Accommodation Provider in full without undue delay.
- 7.4 Any other matters relating to the liability of the Accommodation Provider for the damage to a thing left at a particular place not dealt with within this Terms shall be governed by the Art. 2945 and following of the Czech Act No. 89/2012 Coll., Civil Code.
- 7.5 The Accommodation Provider does not operate any guarded parking for which reason the Accommodation Provider is not liable for any damage caused to any means of transport or any of the things let inside, unless the Accommodation Provider expressly declares it deposited such things.

## 8. The Departure from the Hotel

- 8.1 The Guest is obliged to leave the Hotel Room until 11:00 p.m. of the day agreed as the last day of the Guest's stay. In the case the Guest does not leave the Hotel Room within the period stated in the previous sentence hereof, the Accommodation Provider is entitled to charge the Guest with a fee of CZK 500,- for the delay with the return of the Hotel Room. In the case the Guest does not return the Hotel Room even until 2:00 p.m. of the day agreed as the last day of the Guest's stay according to the Contract, the Guest is obliged to pay to the Accommodation Provider the price for one-day stay in the Hotel Room even for every other commenced day of his/her delay with the return of the Hotel Room to the Accommodation Provider.
- 8.2 The Guest shall lock the Hotel Room and leave the keys at the reception desk as well as pay all the services he/she made use of (restaurant, minibar, telephone calls etc.), unless it is agreed otherwise.

## 9. Related Services

- 9.1. The offer of services provided by the Hotel includes also the provision of facilities (premises, accommodation and catering) for organisation of congresses, weddings or any other events. The customer is entitled to withdraw from the contract on the provision of chosen services before the provision of the ordered services is commenced, where in such case the hotel is entitled to charge the customer with a cancellation fee which shall be deducted from the already paid deposit or the guest shall be sent an invoice (in the case no deposit was paid), where the fee rate is, depending of the kind of the ordered service, designated as it follows:

### Congress services, wedding

The moment of the delivery of the withdrawal from the respective contract to the hotel (in calendar days)	Cancellation fee rate (in %)
29 – 10 days before the day planned as the day of the event	30 % from the total price of the ordered services
9 – 1 days before the day planned as the day of the event	50 % from the total price of the ordered services
on the day planned as the day of the event	100 % from the total price of the ordered services

### Catering services

The moment of the delivery of the withdrawal from the respective contract to the hotel (in calendar days)	Cancellation fee rate (in %)
7 – 1 days before the day planned as the day of the event	30 % from the total price of the ordered services
on the day planned as the day of the event	100 % from the total price of the ordered services

The cancellation fees may be charged even when the booked accommodation capacity or the services order are not fully used, where determining for the calculation of the cancellation fees is the commencing day of the event.

## 10. Other provisions

- 10.1. This Terms has become valid and entered into force on January 1, 2015.
- 10.2. In the case of any consumer dispute occurred between the hotel (when exercising his activities) and a guest who is a consumer (according to the definition contained within the Czech legal regulations) based on the Contract, which shall not be solved by a mutual agreement, the Guest who is a consumer may propose out-of-court settlement of such a consumer dispute to a subject designated for the solution of such consumer disputes, which is, in this case, the Czech Trade Inspection Authority (Česká obchodní inspekce - Ústřední inspektorát - oddělení ADR), with its contact address being Stepanska 15, 120 00 Praha 2, Czech Republic, e-mail address: [adr@coi.cz](mailto:adr@coi.cz) and web site: <https://adr.coi.cz>. The Czech Trade Inspection Authority is a supervisory body exercising supervision over the consumer protection and proceeding in accordance with the Czech Act No. 64/1986 Coll., The Czech Trade Inspection Authority Act, as amended as well as according to other legal rules. Its website address is: [www.coi.cz](http://www.coi.cz).
- 10.3. According to the section 1837 letter j) of the Civil Code, the Guest has no right to withdraw from the Contract in the case the hotel provides the performances at a specific date.
- 10.4. An attachment of this Terms is constituted by a list of information for consumers.

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On behalf of: BOHEMI, spol. s r. o. – Parkhotel Pruhonice  
Name: Ing. Daniel Sedláček  
Function: Executive