

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (furthermore referred to as the GTC) govern the mutual contractual relationship between the Zátkův dům, operated by TopHost, sro (furthermore referred to as the provider or company) and the client - the natural or legal person who orders the accommodation in the Hotel as ordered by the Client).

In the event of a conflict between the provisions of the agreements, including the standardized contracts of the company

and the provisions of the GTC have the provisions of these agreements prior to the provisions of GTC.

GTCs become part of the pre-contractual arrangements at the moment of commencement of these negotiations between the provider and the client and part of the contracts at the moment of their conclusion.

Article I.

Pre-contractual arrangements

1. Pre-contractual arrangements include the ordering of services, arranging their terms and confirmation of the final order by the provider.

2. Service orders must be in writing form and it must be clear by who does them and what their subject (type of service, terms, prices, etc.) is. Orders must be sent to the relevant department of the company, ie to the Business

and booking department, the manager of the establishment.

3. By signing an order or confirmation of the e-mail, the provider agrees to provide the ordered services in the agreed extent and at this moment the contract is concluded.

4. If additional services are ordered additionally by the customer or by the designated person / representative, the provider and the client are obliged to proceed

in accordance with this Article. The Provider undertakes to make every effort to provide additional services, but does not guarantee the provision of such services.

Article II.

Obligations of the Contracting Parties

1. By signing the contract, the Provider is obliged to provide the Customer with the Service in the specified contract and the Customer is obliged to remove these services and pay the Company for their provision at the agreed price.

Article III

The arrival of accommodation

1. Upon arrival, each guest at the hotel reception is shown with a ID card or other identity card. After fulfilling the above-mentioned statutory obligations, including filling in the registration card (record for the foreign police), the guest's reception will house and provide him with further information about the accommodation.

2. An integral part of these General Business Terms and Conditions is the Accommodation Rules.

Article IV

Payment Terms

1. If the Provider requires a down payment on the ordered services, the Customer is obliged to pay this deposit to the Company properly, in the amount and term of maturity in the said contract; payment of the deposit means the crediting of the relevant amount to the provider's bank account, unless otherwise agreed. If the advance payment is not properly paid by the Client, the Provider reserves the right to cancel the booked reservation and to claim the appropriate cancellation fee according to Article V of these GBCs.

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2. The Client is obliged to pay the agreed price for the accommodation. The Customer undertakes to pay the tax document (invoice) in cash or by credit card, upon termination of the accommodation or within the due date

mentioned therein; unless otherwise agreed, the due date shall be 14 days from the date of its issue. Any inconsistencies in the tax invoice (invoice) must be claimed by the Client in written form within 5 calendar days of the date of receipt. In case that the claim is acknowledged by the provider as valid, the maturity of the tax invoice (invoice) is deferred and the amount stated in the tax invoice (invoice) is due within the maturity date stated in the newly issued tax document (the invoice). The tax invoice (invoice) claimed for which the claimant finds the claim to be unjustified is the amount in question due on the due date stated on the tax invoice (s) claimed.

3. Payment is deemed for settled when it is credited to the provider's bank account on the tax invoice (invoice), unless there is another agreement.

4. In case of the Customer's delay in payment of the services provided, the Provider shall have the right to require the Client, in addition to payment of the amount due, also default interest of 0.5% of the amount due for each commenced day of delay starting on the first day following the due date of the tax document (invoices) until payment.

Article V.

Cancellation Policy

1. Cancellation, deferral or modification of a confirmed order is always a cancellation.
2. Cancellation is required by the Customer in writing to the person with whom the terms of the contract have been negotiated and, if not, to the Director of the establishment.
3. If the Customer cancels ordered and confirmed services, he / she is obliged to pay to the Provider cancellation fees according to the price terms of the reservation; cancellation fees will be calculated from the price for canceled services incl. VAT, as follows:

For individual bookings

Until 4 days before the expected arrival, free accommodation

3-2 days before the expected arrival 50% first night accommodation

1-0-0 days before the expected arrival or in case of no-show 100% from the first night of the accommodation price

For Group Reservations (4+ rooms)

Cancellation fees of 25% of the total price of the ordered accommodation and services will be paid by the client in the event that he cancels the order within 19 to 10 days before the date of arrival of the group accommodation

Cancellation fees of 100% of the total price of the ordered accommodation and services will be paid by the client if he cancels the order within 2 days or less before the arrival of the group accommodation and also in case the group does not arrive.

4. The price of a room for the purposes of these GTC shall be the price for accommodation and buffet breakfast, municipal fee and VAT in the legal amount.

5. The cancellation fee will be charged to the customer by a tax invoice (invoice) with a 10-day maturity. If the cancellation fee is not paid properly, the Customer is obliged to pay the Provider, besides the amount corresponding to the cancellation fee, also the interest

from a delay of 0.5% of the amount due for each commenced day of delay starting from the first day following the due date of the cancellation fee until payment.

Article VI.

Complaints of services

1. The Client is obliged to claim the services provided by the Provider in written form to the person with whom the terms of the contract have been negotiated and, if not, to the Director of the establishment. This complaint must be applied immediately upon the discovery of service deficiencies, no later than the day following the last day on which the service was provided to the ordering party. Later complaint will not be taken into account.

Article VII.

Withdrawal from the contract

1. Each of the Contracting Parties shall be entitled to withdraw from the contract on terms and conditions

and for reasons specified by law or contract.

2. The Provider is entitled to withdraw from the Contract (in whole or in part) with immediate effect if the Contractor violates the Contract in a substantial way or repeatedly breaches any contract obligation or if the Customer is in default with the payment of any owed amount more than 10 days after the due date.

Article VIII.

Jurisdiction

1. Any disputes arising in connection with the provision of services by the Company, including the related services of the Company, shall be governed by the Czech law

and will be settled at the general court of the provider regardless of the domicile / residence of the client. The priority is to resolve the disputes by reconciliation.

Article IX.

Consent to submitting business offers

1. The Client agrees to the sending of commercial offers by the Provider, which is carried out in accordance with Act No. 480/2004 Coll., On Certain Information Society Services,. The Client

agrees to send the Sales Message to his / her email address by sending the Request Form on the Provider's website. The Customer has the right to cancel this at any time.

Article X.

Higher power

1. If the Provider is unable to meet the agreed conditions as a result of force majeure, he / she shall be entitled to withdraw from the contract without further notice unless otherwise agreed by the Provider. Force majeure means, in particular, damage to the hotel and its facilities as a result of natural disasters; in the event of force majeure, the customer is not entitled to claim against the provider any sanctions or equivalent claims.

Article XI.

Another arrangement

1. The Parties take note of the responsibility of the Provider, the Client

also clients of the client are governed by the rules according to § 2894 et seq. of Act No. 89/2012 Coll., the Civil Code. Damage will be refunded in cash, unless otherwise agreed by the parties. In the event that the client's clients fail to pay the damage and the clients fail to pay the damage, the Customer undertakes to pay the damage in the same way as it would have caused it.

2. The Provider is entitled to require a deposit in the form of a pre-authorization of a credit card or cash advance upon arrival of clients. The Company undertakes to return the deposit, or the part thereof, to the clients upon the departure of the clients and after settling any claims under this paragraph.

3. If the company finds the client or his client's conduct gross violation of the hotel's rules of order, the company is entitled, after hearing the whole thing

with the client, terminate the client's accommodation, its clients, without compensation, or without limitation of the right to charge the accommodation.

4. The Customer expressly agrees that the Provider is entitled, in accordance with applicable law, in particular with Act No. 101/2000 Coll., On the Protection of Personal Data and Amendment to Certain Laws, to process and retain all information and data that for the purpose of processing the order.

5. The guest understands that for the safe deposit (in the maximum value of CZK 3,000) there is a safe deposit box, located in the room or safe at the reception (valuables

in the max. value of 3,000.). The hotel is not responsible for the loss or damage of the valuables left freely in the room and in the hotel outside the safe.

6. There is a strict smoking ban in all hotel rooms outside the designated area. In the event of a breach of this prohibition, the provider is entitled to charge guests a sum of € 200 for fire safety and depth cleaning.

7. Personal items that a guest forgets at a hotel will be sent to the guest by cash at the Czech Post at his own expense.

8. All amounts will be generated in CZK. The exchange rate for foreign currencies is governed by the CNB daily rate. In case of any card payment, the exchange rate may vary depending on the rate used by the bank that issued the credit card.

9. Personal items that a guest forgets at a hotel will be sent to the guest by the Czech Post at his own expense (cash on delivery)

10. All amounts will be generated in CZK. The exchange rate for foreign currencies is governed by the CNB daily rate. In case of any card payment, the exchange rate may vary depending on the rate used by the bank that issued the credit card.

Article XII.

Final Provision

1. The GTC becomes effective and effective on 1.1.2018.

All personal data required to make a reservation or communicate with TopHost s.r.o. (Hotel Zátkův dům) will be processed in accordance with Act 101/200 Sb. The landlord collects and processes the provided personal data by the customer through electronic information carriers in the secured data repository. You can revoke your consent at any time and delete the data from the database by email: hotel@zatkuvdum.cz