

## **Preamble**

General Terms and Conditions (hereinafter referred to as "Terms and Conditions") of Villa Regenhart a.s., registered office in Prague 1 - Old Town, Platněřská 191/2, Postal Code 11000, Company Identification Number: 24131199, entered in the Commercial Register of the Municipal Court in Prague, file no. No. B 17286 regulate the mutual contractual relationship between the company Villa Regenhart a. s., and the person who orders a stay or service from the Company.

## **Article I.**

### **Definitions and general arrangements**

For the purposes of these General Terms and Conditions it will be

- Company Villa Regenhart a. s. referred also as „Company“ or „Provider“
- Both the individual client and the person providing services for third parties are referred as „Client“
- Accommodation and other services related to them will also be referred as „Services“
- Written agreement containing essential requirements stipulated by legal regulations is considered to be a concluded contract, while fax or electronic communication is also considered to be a written form
- Act No. 89/2012, the Civil Code as amended, referred to as the "Civil Code".

The GTC form an integral part of all pre-contractual agreements and concluded contracts concerning the implementation of especially the Company's accommodation and related services.

The GTC become part of the pre-contractual agreements at the moment of the commencement of these negotiations between the Company and the Client and part of the contracts at the moment of their conclusion.

If, within the pre-contractual negotiations, the Company's offer to enter into a contract is accepted by the Client with any amendment or deviation, including an amendment or deviation that does not substantially change the content of the offer to enter into the contract, the Company excludes acceptance in accordance with § 1740 para. 3 such offers with addition or deviation and the conclusion of this contract.

They do not form part of the conclusion of the contract and any other business conditions or similar documents to which the contract does not explicitly refer will not apply to the contractual relationship between the Company and the Client. By signing the contract in accordance with the provisions of § 1751 para. 2 of the Civil Code, the Company excludes the conclusion of any contract in the event that the Client attaches its business conditions to this contract, unless the Client's business conditions are expressly and in writing accepted by the Company.

## **Article II.**

### **Pre-contractual agreements**

1. Pre-contractual arrangements include the ordering of services, the negotiation of their conditions and the confirmation of the final order by the Company.

2. Service orders must be made in writing and it must be clear who makes them and what is their subject (type of services, dates, prices, etc.). Orders must be sent to the relevant department of the Company.
3. Negotiation of conditions is a communication between the Client and the Company and is therefore not considered an offer with an amendment or deviation according to § 1731 of the Civil Code.
4. By signing the order, or by confirming the email, the Company agrees to provide the ordered services to the agreed extent and at this point the contract is concluded.
5. If they are the Customer, or the Company and the Client are obliged to proceed in accordance with this Article by a person / representative appointed by him / her, additionally ordered other services. The company undertakes to make every effort to provide the additional services required, but does not guarantee their providing.

### **Article III.**

#### **Obligations of the contracting parties**

1. By concluding the contract, the Company is obliged to provide the Client with the services specified in the contract and the Client with the obligation to withdraw these services and pay the Company the agreed price.

### **Article IV.**

#### **Payment terms**

1. If the Company requires a deposit for the ordered services, the Client is obliged to duly pay this deposit to the Company, ie. in the amount and due date specified in the contract; payment of the deposit means crediting the relevant amount to the Company's bank account, unless otherwise agreed. If the deposit is not duly paid by the Client, the Company reserves the right to cancel the agreed reservation and demand from the Client the corresponding cancellation fees according to Article IV. of these GTC.
2. The Client undertakes to pay the tax document (invoice) within the due date specified therein; however, no later than the last day of the stay, unless otherwise agreed. Any discrepancies in the tax document (invoice) must be reported by the Customer in writing, within 5 days from the date of receipt. In the event that the Company acknowledges the claim of the tax document (invoice) as justified, the due date of the tax document (invoice) is deferred and the amount stated in the claimed tax document (invoice) will be due within the due date specified in the newly issued tax document (invoice). The claimed tax document (invoice), for which the Company finds the complaint to be unjustified, is the amount in question due on the due date stated on the claimed tax document (invoice).
3. Payment is deemed to have been made when it is credited to the Company's bank account specified on the tax document (invoice), unless otherwise agreed.
4. In the event of the Client's delay in paying for the services provided, the Company has the right to demand from the Client, in addition to payment of the amount due, interest on arrears of 0,5 % of the amount due for each day of delay starting on the first day following the due date of the tax document. (invoices) until it is paid.
5. The Company reserves the right to use any payment of the Client to pay its oldest receivables which it has over the Client after the due date.

6. All payments will be made in the currency corresponding to the currency specified in the contract. Prices in EUR will be calculated at the current exchange rate set by the Provider's bank valid on the day the service is provided.

#### **Article V.**

##### **Cancellation policy**

1. Cancellation always means cancellation, postponement or modification of a confirmed order.
2. The Client is obliged to cancel by e-mail or in writing and demonstrably deliver to the Company.
3. If the Customer cancels the ordered and confirmed services, he is obliged to pay the Company cancellation fees according to the price conditions of the reservation; cancellation fees will be calculated from the price for canceled services incl. VAT (hereinafter referred to as the "cancellation amount"), namely:
  - in case of cancellation notice 8 days or more before the agreed first day of the provision of services, the cancellation fees are 50 % of the total price of the reservation,
  - in the case of notification of cancellation within 1 to 7 days, including before the agreed first day of provision of services, on the day of provision of services, or if the customer does not arrive without cancellation, the cancellation fees are 100 % of the total price of the reservation.
4. The cancellation fee will be charged to the customer by a tax document (invoice) with a 14-day maturity. If the cancellation fee is not duly paid, the customer is obliged to pay the Company, in addition to the amount corresponding to the cancellation fee, interest on arrears in the amount of 0,5 % of the amount due for each day of delay starting from the first day following the due date of the cancellation fee.
5. If the Client for any reason does not use the agreed services (terminates the stay prematurely, does not exhaust any of the agreed services) he is not entitled to financial compensation.

#### **Article VI.**

##### **Complaints about services**

1. The Client is obliged to file a complaint about the services provided by the Company in writing with the person with whom the terms of the contract were agreed. This complaint must be made immediately after the discovery of deficiencies in the services, but no later than the day following the last day on which the services in question were provided to the Client. Subsequent complaints will not be taken into account.

#### **Article VII.**

##### **Withdrawal from the contract**

1. Each of the contracting parties is entitled to withdraw from the contract under the conditions and for reasons stipulated by law or the contract. The agreement on cancellation conditions according to these GTC is not affected

2. The Provider is entitled to withdraw from the contract with immediate effect (in full or in part) in the event that the customer breaches the contract in a material way, or repeatedly breaches any obligation under the contract, or if the customer is in arrears with payment of any amount due by more than 15 days after the due date.
3. The contracting parties have agreed that if the subject of the agreement is a contract binding for continuous / repeated activities (according to § 2004 par. 3 of the Civil Code), the contracting parties may withdraw from it only with future effects.

## **Article VIII.**

### **Jurisdiction**

1. All possible disputes arising in connection with the provision of services by the Company, including related services of the Company, are governed by Czech law and will be resolved in the general court of the Company, regardless of the registered office / residence of the customer. The priority is to resolve disputes amicably.

## **Article IX.**

### **Force majeure**

1. If the Company or the Client, in all its efforts, is not able to meet the agreed conditions as a result of force majeure, it has the right to withdraw from the contract without further notice, unless the parties agree otherwise. Force majeure includes, in particular, war, mobilization, internal unrest, confiscation, strike, lockout, damage to the hotel and its facilities as a result of natural disasters or internal unrest, export and import restrictions, explosions, epidemics, lack of material caused for the above reasons; in the event of force majeure, the customer or the Company is not entitled to apply any sanctions or equivalent claims against the Company or the customer.

## **Article X.**

### **Other agreements**

1. The Contracting Parties acknowledge that the liability of the Company, the Client and the Client's clients is governed by the provisions of § 2894 et seq. Of the Civil Code. Damage will be compensated in cash, unless the parties agree otherwise. In the event that the damage is caused by the client's clients and the clients do not reimburse the claimed damage, the customer undertakes to reimburse this damage.
2. The company is entitled to collect a refundable deposit of 30 EUR/ person / stay from the hotel reception upon arrival, which is used to cover any damages caused by the Client, including damages caused by non-payment of arbitrarily used services (minibars, telephones, etc.). The Company undertakes to return this deposit, or part thereof, to the Client upon the departure of the Client and after the settlement of any receivables pursuant to this paragraph.
3. If the Company finds the actions of the Client or its clients to be a gross violation of the hotel's accommodation regulations, the Company has the right, after discussing the whole matter with the Client, to terminate the Client's stay, or his clients, without compensation, or charge the

customer a contractual penalty up to the amount of the full refundable deposit, if paid, or a lump sum of 100 EUR/room.

## **Article XI.**

### **Final provision**

1. The GTC come into force and effect on 6.6.2019.
2. Contractual relationships established before the entry into force of these conditions shall remain in force and shall be governed by the conditions in force at the time of their creation.