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HOTELS

GENERAL TERMS AND CONDITIONS

Hotel Globus*, Gregorova 2115/10, 148 00 Prague 4**

The aim of the General Terms and Conditions of the company HOTEL GLOBUS a.s. is to treat the orders and reception of offers, especially of accommodation, congresses, board, sports activities, and the related services, as well as to negotiate the terms of their realisation in HOTEL GLOBUS***

Preamble

(hereinafter the "GTC").

For the purposes of these GTC,

- the company HOTEL GLOBUS a.s. will be called the "company" or the "provider"
- the ordering party will be called both the individual client (guest), and those persons ensuring services for third parties
- the accommodation, congresses, board, sports activities, and the related services will be also labelled as "services"
- the concluded contract is considered to be the written negotiations containing the relevant appendages given by legislation, whereby the written form is also considered to be a fax or electronic communication by Act No. 89/2012 Coll., the Civil Code, as amended, called the "Civil Code". The GTC form an integral parts of all pre-contractual negotiations and of all concluded contracts especially on the realisation of accommodation, congresses, board, sports activities and the related services of the company, including the standardised contracts of the company (e.g. contracts on the provision of services).

In the case of any discrepancies between the provisions of the contracts of the company, including the standardised contracts, and the provisions of the GTC, the provisions of such contracts have precedence over the provisions of the GTC. The GTC become a part of pre-contractual negotiations the moment that negotiations between the company and the ordering party begin, and part of these contracts the moment that they are concluded.

In the case that during pre-contractual negotiations, the ordering party shall accept the offer to conclude a contract with the company including all appendices and deviations that do not fundamentally change the contents of the offer to conclude a contract, the company excludes the acceptance of any such offers with appendices or deviations and the conclusion of such contracts in compliance with provision § 1740 paragraph 3 of the Civil Code

Any other sales conditions or similar documents that the contract does not expressly mention shall not become a part of the concluded contract, nor shall they be applied to the contractual relations between the company and the ordering party.

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Article I

Pre-Contractual Negotiations

1. The pre-contractual negotiations include the order of services, negotiating the conditions of their provision, and the confirmation of the final order on part of the company.
2. Orders of services must be made in written form, and they must clearly convey who is making the order and what the order is for (type of service, dates, prices, etc.). Orders must be sent to the pertinent department of the company, i.e. the Sales and Reservations Department, the Congress Department, or eventually the director of the facility.
3. The negotiation of the terms and conditions is communicated between the ordering party and the company is considered to be an offer with an appendix or deviation as given by § 1731 et seq. of the Civil Code.
4. By signing orders, or eventually by confirmation using e-mail, the company expresses its consent with the provision of the ordered services to the negotiated extent, and thus concludes the contract.
5. In the case that the ordering party, or eventually the party they authorise/their representative, should order additional services, the company and the ordering party shall be obligated to proceed in accordance with this article. The company also commits to put out the maximum effort to provide the additionally requested services, but cannot guarantee their provision.
6. Orders (reservations) of accommodation services are considered to be valid and binding in the case that the provider has confirmed the reservation in writing to the ordering party, or by an automatic e-mail confirmation generated by the pertinent online reservation system. The order is concluded by paying the deposit in the amount corresponding to the ordered accommodation and services using a payment card, in cash, or by bank transfer to the bank account of the company. Individual conditions may apply.

Article II

Responsibilities of the Contracting Parties

1. By concluding this contract, the company becomes obligated to provide the ordering party the services given by the contract, and the ordering party becomes obligated to draw these services and to pay the negotiated price to the company.

Article III

Payment Conditions

1. The prices for services are paid by the ordering party in compliance with the given contractual conditions.
2. If the company requires a deposit for the ordered services, the ordering party is obligated to duly pay this deposit to the company, i.e. in the amount and by the date of maturity given in the contract; the payment of the deposit means crediting the pertinent amount to the bank account of the company unless otherwise

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stated. If the ordering party should not duly pay the deposit, the company reserves the right to cancel the confirmed order, whereby this cancellation will be considered as a cancellation on part of the ordering party, and thus the company is entitled to require the payment of a cancellation fee by the ordering party as given by Art. IV of the GTC.

3. The ordering party commits to pay the tax document for the provision of services (invoice) within the maturity period given by it; unless otherwise negotiated, the maturity period is 14 days from its issuance. Any sort of discrepancies of the tax document (invoice) must be pointed out by the ordering party in written form, and that within 5 days from the date of reception, no later than the date of maturity of the tax document (invoice). In the case that the company recognises the complaint filed on the tax document (invoice) as justified, the maturity of the given tax document (invoice) is deferred, and the amount given in the disputed tax document (invoice) shall come to maturity in the period of maturity given in the newly issued tax document (invoice). In the case that the company finds the complaint filed on the tax document (invoice) as unjustified, the given amount is payable by the date of maturity given in the disputed tax document (invoice).
4. Payments are considered to be made the moment that they are credited to the bank account of the company given on the tax document (invoice), unless negotiated otherwise.
 5. In the case that the ordering party is in delay with their payment for the provided services, the company is entitled to require the ordering party to not only pay the amount due, but also interest on the delay in the amount of 0.5% of the amount due for every day started of the period of delay, beginning on the first day following after the day of the maturity of the tax document (invoice) and lasting until it is paid in full.
6. The company reserves the right to use any of the payments made by the ordering party to cover its past-due oldest receivables that it holds against the ordering party.
7. All payments shall be made in the currency that corresponds to the given currency in the contract. Prices in EUR will be calculated according to the current exchange rate determined by the Czech National Bank valid for the day the service is provided.

Article IV

General Terms of Cancellation

1. A cancellation is always understood to be the cancellation, delay, or adjustment of a confirmed order.
2. The ordering party is obligated to make cancellations in written form with the party that the contractual conditions were determined with, or eventually with the director of the facility.

If the ordering party is cancelling ordered and confirmed services, they are obligated to pay the company cancellation fees according to the price conditions of the given reservations or order; cancellation fees will be calculated from the price of the cancelled services including VAT (hereinafter the "cancellation amount"), namely:

- in the case of giving notice about the cancellation 36 days and more prior to the first negotiated day of service provision, no cancellation fees are charged.
- In the case of giving notice about the cancellation in the period of 29 to 35 days prior to the first negotiated day of service provision, inclusive of these days, the **cancellation fees equal 20% of the cancellation amount**,

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- In the case of giving notice about the cancellation in the period of 16 to 28 days prior to the first negotiated day of service provision, inclusive of these days, the **cancellation fees equal 40% of the cancellation amount**,
 - In the case of giving notice about the cancellation in the period of 7 to 15 days prior to the first negotiated day of service provision, inclusive of these days, the cancellation fees **equal 70% of the cancellation amount**,
 - In the case of giving notice about the cancellation in the period of 1 to 6 days prior to the first negotiated day of service provision, inclusive of these days, the cancellation fees **equal 100% of the cancellation amount**,
3. The cancellation fee will be charged to the ordering party by a tax document (invoice) with a 14-day maturity. If the cancellation fee shall not be duly paid, the ordering party is obligated to pay the company not only the amount equalling the cancellation fee, but also interest on the delay in the amount of 0.5% of the amount due for every day started of the period of delay, beginning on the first day following after the day of the maturity of the cancellation fee and lasting until it is paid in full.

Article V

Conditions of Cancellation of Accommodation Services

Flexible Reservations

1. In the case of flexible reservations, the guarantee of a payment card is required. The payment card data is filled out by the party interested in making the reservation.

The payment card that is provided as a guarantee for the reservation of accommodation services may be pre-authorised for the amount of up to the entire reservation fee, so that the validity of the card can be verified, as well as the sufficient amount of funds to cover the costs of the reservation. The pre-authorisation is not the final payment, which will be released at the time the issuing bank determines.

2. Reservations must be cancelled no later than 48 hours prior to the expected time of arrival (the expected time of arrival is understood to be 14.00 (2 PM) local time (Prague) on the day of arrival). In the case that the reservation is cancelled at a later date, or in the case of a no-show (the guest does not cancel their reservation and does not arrive to the hotel by midnight without informing the provider about their late arrival), the provider is entitled to charge the costs equivalent to the first night of accommodation as a cancellation fee.

Guaranteed Reservations

1. In the case of guaranteed reservations, a deposit of 100% of the reservation fee is always required.
2. In the case of cancellation, adjustments, or in the case of a no-show (the guest does not cancel their reservation and does not arrive to the hotel by midnight without informing the provider about their late arrival), the entire amount is considered to be a fee for cancelling the reservation, and no part of it shall be refunded. The reservation is final. By confirming reservations with the non-refund provisions, the ordering party takes into account that there is no legal claim to damages, not even in the case of changed plans or in the case of force majeure.

Article V

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Service Complaints

1. The ordering party is obligated to file complaints on the services provided by the company in written form with the party that the contractual conditions were negotiated with, or eventually with the director of the facility. Such complaints must be filed immediately upon discovering the defects of the services, no later than the day following the last day that the services were provided to the ordering party. Complaints filed at a later time shall not be taken into account.

Article VI

Withdrawing from the Contract

1. Each of the contracting parties is entitled to withdraw from the contract under the conditions and for the reasons determined by law or by the contract.
2. The provider is entitled to withdraw from the contract with immediate effect (to the full extent or only partially) in the case that the ordering party breaches the contract in a grave manner or repeatedly breaches any of their contractual duties.
3. The contracting parties have decided that if the negotiated subject of the contract binds them to continuous/repeated activities (according to § 2004 paragraph 3 of the Civil Code), the parties may withdraw from it only with a future effect.

Article VII

Unreliable Payers

1. The provider hereby declares that as of 1 October 2018, it is not an unreliable payer in the sense given by Act No. 235/2004 Coll., on value added tax, as amended. If the provider should ever become an unreliable payer during the period the contract is in effect in the sense of the aforementioned law, they shall immediately give notice of this fact to the ordering party.

Article VIII

Jurisdiction

1. Any eventual disputes based on the provision of services on part of the company, including all related services of the company, are governed by Czech legislation, and shall be resolved by the general court of the company, regardless of the seat/residence of the ordering party. The priority is to resolve disputes through reconciliation.
2. In compliance with provision § 14 Act No. 634/1992 Coll., on Consumer Protection, we hereby give the consumer the opportunity to submit a proposal for the out-of-court settlement of the dispute to the subject resolving out-of-court disputes, which is:

Czech Trade Inspection Authority
Central Inspectorate – ADR Department
Štěpánská 15

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120 00 Prague 2

Email: adr@coi.cz

Web: adr.coi.cz

Article IX

Personal Data Protection

1. The personal data that is collected in relation with our company's activities are processed in accordance with valid European and Czech legislation.

More information about personal data processing can be found in the document Principles of Personal Data Processing, available at www.hotel-globus.cz

Article X

Consent with the Sending of Commercial Electronic Messages

1. The ordering party consents with receiving commercial electronic messages from the company, which are sent in compliance with Act No. 480/2004 Coll., on Several Services of Information Companies, as amended.

Article XI

Force Majeure

1. If the company or the ordering party is not able to meet their negotiated responsibilities despite all of their efforts due to force majeure, they are entitled to withdraw from the contract without any penalty unless the parties negotiate otherwise. Examples of force majeure are especially considered to be wars, mobilisation, domestic riots, confiscations, strikes, damages to the hotel and to its furnishings caused by natural disasters or during domestic riots, limitations to export and import, explosions, epidemics, lack of materials caused by the aforementioned causes. In the case of force majeure, neither the ordering party nor the company is entitled to claim any sanctions or equivalent rights on part of the company or of the ordering party. This provision shall be also applied to cases when the hotel is damaged by breakdowns and accidents (water mains, electricity, etc.); in these cases, the company commits to merely offer substitute accommodation to the ordering party in an accommodation facility of the same or higher category.

Article XII

Further Provisions

1. The contracting parties take into account that the liability of the company, of the ordering party, and of the clients is governed by provision § 2894 et seq. of the Civil Code. Damages incurred shall be covered using money, unless otherwise negotiated by the contracting parties. In the case that the damages caused by clients of the ordering parties and the clients do not cover the claims for damages, the ordering party hereby commits to cover such damages.

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2. The company is entitled to collect a refundable deposit at reception in the amount of EUR 20 / CZK 500 per person per stay from the guests upon their arrival to the hotel. The deposit serves for covering any eventual damages caused by the guests, including damages originating from wilfully not paying for services (mini-bars, telephones, etc.). The company commits to return this deposit, or its pertinent proportion, to the guests upon their departure and after calculating any eventual claims according to this paragraph.
3. In the case that the ordering party does not pay for all of the actually drawn services or the services that were provided to them above and beyond the contract, the company is entitled to withdraw the payment for such services from the credit card provided during payment, or they shall send a request for payment.
4. If the company finds the actions of the ordering party or of its clients to be a grave breaching of the hotel's accommodation rules, the company is, after discussing the whole situation with the ordering party, entitled to terminate the stay of the ordering party, or of its clients, respectively, without compensation, or eventually to bill the ordering party a contractual fine of up to the whole amount of the refundable deposit, if paid, and if it was not paid, the company is entitled to request the payment of a contractual fine in the amount of EUR 50 / CZK 1,300 per room.

Article XIII

Final Provisions

1. The GTC become valid and come into effect on 1 October 2018.

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Lukáš Suchán
Director, HOTEL GLOBUS***

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