

BASIC INFORMATION ABOUT THE COMPANY

OPERATING RULES

Operator:

Life & Boats s.r.o.
Prague 563/99
37004 Ceske Budejovice
ID: 08882835
VAT number: CZ08882835

The company Life & Boats s.r.o. is registered in the commercial register maintained by the Regional Court in České Budějovice, file number C 29606.

Responsible person:

Dipl. Ing. Linda Hetešová
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The company represents:

Radek Šima
Milan Cernoch
Ing. Jiří Borovka PhD. MBA

GENERAL TERMS / OPERATING RULES

Mutual relations between the lessor and the lessee 1. The mutual relationship and relationship between the lessor and the lessee is governed by the provisions of the Civil Code, which are specified in these General Terms and Conditions. 2. The concretization of the contract is further specified by electronic tax documents confirming individual payments for a specific lease. 3. When providing its services according to its offer, the lessor is governed by the valid legal order of the Czech Republic. Tenants 1. The lessor provides ordered and duly paid services according to his offer to all tenants who meet the conditions 2. The tenant must be over 18 years old. Formation of contractual relationships 1. The contractual relationship between the lessor and the lessee comes into effect when the reservation form of the lessor's website is sent from the lessee's electronic address (identifiable by IP address) to the lessor's reservation system and at the same time payment is made to the lessor's bank account. The moment the payment is credited to the lessor's account, a lease agreement is concluded between the lessor and the lessee. 2. By making the payment, the tenant confirms that he is aware of the full content of the rental agreement and agrees with it, that he has familiarized himself with all the information published on the website www.rezidence-malse.cz and that he acknowledges and agrees with all business and contractual terms and conditions. 3. By confirming the reservation, the lessor undertakes to provide services in the agreed scope and quality and in accordance with the agreed conditions.

Rent and additional services 1. The lessor has the right to pay the rent before the provision of services according to the concluded lease agreement, i.e. before the initial training and handing over the object of the lease to the tenant for use, and the tenant is obliged to pay the rent in advance before using the services according to the concluded lease agreement. 2. Unless otherwise stated, all prices are inclusive of VAT. 3. The tenant is obliged to pay the landlord a deposit of 50% of the total rent within 7 working days of making the reservation. Payment of the deposit means the crediting of a financial amount corresponding to the amount of the deposit to the lessor's bank account. After paying the advance payment, the tenant receives a full reservation for the stay in the apartment for the desired date and number of days. If the deposit is not paid in accordance with these General Terms and Conditions, the reservation is automatically cancelled. 4. The additional payment up to the full amount of the rent will be paid by bank transfer before the date of

moving into the accommodation. 5. When booking later than 45 days before the date of arrival at the accommodation, the tenant is requested to pay the full rental amount to a bank account within 7 days. After paying the payment, the tenant receives a full reservation of stay for the desired date and number of days. If the rent is not paid in accordance with these General Terms and Conditions, the reservation is automatically cancelled. 6. In the event that the additional payment up to the full amount of the rent / entire rent, or the refundable security deposit will not be paid in accordance with these General Terms and Conditions, the lessor has the right to withdraw from the contract and offer the services to another entity. By withdrawing from the contract according to this paragraph, the contract is canceled from the beginning. In the event of a breach of the tenant's obligation to pay additional rent or a refundable deposit in accordance with these General Terms and Conditions, the tenant is obliged to pay the landlord a contractual penalty in the amount of the total rent according to the concluded lease agreement. The lessor is entitled to unilaterally set off a part of his claim for the payment of the contractual penalty (in the amount of the paid rent advance), or the entire claim for the payment of the contractual penalty, if the entire rent has already been paid, compared to the tenant's claim for the return of the paid rent advance, or for the return of paid rent. Unilateral set-off of claims by the lessor does not release the lessee from the obligation to pay the lessor the remaining part of the contractual fine, which was not covered by the paid rent advance. The lessee is obliged to pay the remaining part of the contractual fine to the lessor within 15 days of its application. 7. If there are any changes between the conclusion of the contract and the date of the negotiated lease, which have an effect on the increase of the rent or other payments, the lessor is entitled to increase the rent or these payments. At the same time, the landlord is obliged to notify the tenant of this fact immediately. If it is a price increase of more than 10%, the tenant has the right to withdraw from the previously concluded rental agreement within the period specified in the notice of the rent increase, without incurring the obligation to pay cancellation fees. If he does not do so within the time specified in the notice announcing the rent increase, he is deemed to have agreed to the increase and is obliged to pay the increased rent

The tenant undertakes a) to pay the lessor the rent agreed upon in accordance with these General Terms and Conditions b) to provide the lessor with the necessary cooperation that is needed to ensure the required services c) to follow these General Terms and Conditions, information materials on the website that specify the specific terms of leases, and then manuals and instructions available in each suite. d) in case of withdrawal from the contract, notify the lessor of the withdrawal immediately by telephone or by sending a written or electronic notification stating the basic data important for identifying the contract from which he is withdrawing (personal data of the customer, contract number / variable symbol, date, location of stay, etc.) e) notify the lessor immediately of any defects and damages. Otherwise, a discount on the rent cannot be requested from the lessor. If the lessee conceals the resulting damage, additional payment of this damage will be required even after the end of the stay in full. f) not to carry out any repairs or modifications, especially on devices and equipment, without the lessor's permission; in the event of a breach of this obligation, the lessor has the right to claim compensation for damage caused by actions contrary to the lessee's obligations under this provision, in an amount corresponding to the actual costs of restoring operations. g) in the event of damage to the equipment or the apartment itself, to reimburse the lessor for the resulting damage, i.e. the cost of repairing the damaged part or the cost of replacing the damaged part, if it cannot be repaired, and all other costs related to the repair and necessary for the further possibility of renting the apartment, the lessor in such a case, he is entitled to offset his claim for damages (or the part corresponding to the amount of the security deposit) against the tenant's claim for the return of the security deposit paid at the beginning of the stay) to comply with the maximum number of persons for whom the apartment is intended. i) perform final cleaning so that the apartment can be handed back to the lessor clean and tidy at the handover hour. If the tenant orders the final cleaning, it is carried out by the staff of Life & Boats s.r.o. The final cleaning must be arranged upon taking over the boat at the beginning of the stay and is paid in the amount of CZK 500. Hand the apartment back on time at the agreed time, at the latest as stated in Article I of these General Terms and Conditions. In the event of a breach of this obligation, the lessor has the right to compensation for damage and payment of demonstrable costs incurred by the lessee as a result of this breach

of duty, at least in the amount of CZK 1,500.) in accordance with these General Terms and Conditions and in cases specified in these General Terms and Conditions to pay contractual penalty to the lessor; however, the payment of one contractual fine in accordance with these General Terms and Conditions does not release the tenant from the obligation to pay other contractual fines that he is obliged to pay as a result of the violation of other obligations, under the conditions specified in more detail in these General Terms and Conditions

Rights and obligations of the lessor 1. The lessor is obliged to hand over the apartment to the lessee at the agreed time and condition and to provide the lessee with other agreed services related to this in the agreed scope and quality. In the event that the lessor does not hand over the agreed upon apartment to the lessee at the agreed time and condition without prior notice, the lessee has the right to withdraw from the contract. The lessor is obliged to return the paid rent to the lessee within 15 days of withdrawal. If the lessor does not hand over the agreed apartment to the lessee even within an additional period of two hours from the agreed accommodation period, which is considered a breach of the lessor's obligation, the lessor is obliged to pay the lessee a contractual fine in the amount of the agreed rent, within 15 days of the lessee's application of the contractual fine. 2. The lessor is obliged to truthfully and properly inform the lessee about all facts related to the agreed services, which are important for the stay in the apartment on the given date and which are known to the lessor. 3. In the case of withdrawal from the contract by the lessor in accordance with these General Terms and Conditions, the lessor is obliged to return the paid rent to the lessee in full within 15 days from the date of withdrawal at the latest. However, in case of withdrawal from the contract by the lessor, the lessee or other persons using the apartment are not entitled to compensation for damages or costs incurred in connection with the ordered stay. 4. The lessor is entitled in exceptional cases when it is not possible to provide services for serious reasons in the agreed term, scope or quality: a) withdraw from the contract subject to the fulfillment of the conditions set out in this article, paragraph 10 and in article IX. last paragraph and return the paid rent in full to the tenant 5. The lessor has the right to withdraw from the contract in exceptional, unforeseen and independent of the lessor's will cases, when he is unable to provide services in the agreed scope or quality, or if there is a reasonable suspicion that it could happen during during the stay to damage in the apartment, other facilities, or the health and life of the guests could be endangered, or the good name of the company could be damaged by the tenant's actions. In this case, the contract is canceled from the beginning and the lessor is obliged to return the paid part of the rent to the lessee's account within 15 days.

It is strictly forbidden to move the furniture in the main living room, and thus burden the infrared foil that heats the floor heating. There is a risk of igniting the floor covering and everything on the floor covering. There is a risk of fire, so please follow this regulation.

Cancellation of the contract by the lessee and cancellation fee 1. The lessee has the right to withdraw from this contract at any time from the conclusion of the contract, even without reason, in person, by telephone or by written or electronic notification to the lessor. The cancellation of the contract occurs at the moment of receipt of this notification. 2. When withdrawing from the contract, the tenant is obliged and acknowledges that he will pay the lessor cancellation fees according to the rules below: a) withdrawal from the contract 60 or more days before the date of starting the accommodation is not burdened with the payment of cancellation fees b) 30% of the total rental amount in the event of withdrawal from the contract 15-29 days before the date of arrival at the accommodation c) 70% of the total amount of rent when withdrawing from the contract 14 - 7 days before the date of moving in d) 100% of the total amount of rent when withdrawing from the contract less than 7 days before the date of moving in 3. The lessor will deduct the cancellation fees from the payments made by the lessee. 4. These conditions do not apply if one party proposes an alternative acceptable to both parties.

Complaints procedure 1. In the event that there is a defect in the apartment and the scope or quality of the services provided is lower than was previously agreed upon (hereinafter referred to as the "defect"), the

tenant is obliged to notify the lessor of these facts immediately so that possible defects can be removed as soon as possible. 2. If the lessee notifies the lessor of the defect properly and on time, the lessor is obliged to remove the defect without undue delay. However, if the lessor does not remove the defect without undue delay, so that the lessee can only use the thing with difficulty, the lessee has the right to a reasonable discount on the rent. If the defect significantly complicates use, or if it makes use completely impossible, the tenant has the right to waive the rent - i.e. refund of the already paid rent for the period during which this defect makes the use of the product difficult in a fundamental way or if it makes the use completely impossible, within 15 days of the claim being made by the tenant, or terminate the lease without notice. If the lessee terminates the lease without notice in accordance with this provision, the lessor is obliged to return to the lessee the rent already paid corresponding to the period from the end of the lease on the basis of the notice to the originally planned end date of the lease according to the concluded contract, within 15 days from the end of the lease on the basis of statements. In the event of termination by the tenant in accordance with this provision, the tenant is also entitled to a refund of the rent for the period when, due to the defect, the use of the apartment was impossible for him or her in a fundamental way (up to the time of termination of the lease). The lessor is obliged to return this part of the rent to the lessee within 15 days of the lessee asserting this claim. 3. The lessee is obliged to exercise his rights from defective performance with the lessor no later than 2 months from the day he discovered the defect. 4. Rights from defective performance do not belong to the lessee if the lessee caused the defect himself or arose as a result of the lessee's breach of duty. 5. The operator does not guarantee the level of third-party services for events that the tenant orders on the spot with another organization. If a potential defect is not reported in time (within 2 hours of accommodation), later complaints will not be taken into account and the defect will not be enforceable.

Special Provisions The Lessor processes the personal data of its customers for the purpose of concluding a rental agreement in accordance with Articles III and V and for the purpose of meeting the legal conditions for the operation of rental and accommodation. For this purpose, the customer's personal data is processed to the minimum extent necessary: name, surname, date of birth, social security number, place of residence, telephone, electronic contact for e-mail. Furthermore, in order to comply with the insurance conditions, the operator processes data about the guests in the following scope: Name and surname. In the event of a loss event, the operator is obliged to request additional data from all members who are/were staying here, which are a condition of the insurance company for its performance. Those accommodated may subsequently be contacted by the insurance company in order to provide additional information about the incident. The customer's personal data provided for this purpose are made available only to the lessor's authorized processor. The provision of said data is voluntary. The consequence of not providing the necessary personal data for this purpose is, due to the absence of mandatory requirements, the impossibility of concluding a rental agreement. When processing the customer's personal data, the lessor is obliged to ensure that the customer does not suffer damage to his rights, in particular the right to preserve human dignity and to ensure protection against unauthorized interference in his private and personal life and to take measures so that personal data cannot be misused.

According to the operating rules of Life & Boats s.r.o. the lessee undertakes to comply with the rules regarding the capacity of the houseboat, where the maximum number of people is given, which is 8. If this number is exceeded, the lessee has the right to immediately terminate the stay with the lessor without any compensation.

We again appeal in the event of a defect to report the defect to the operator in time (within 2 hours of moving into the apartment). Later complaints will no longer be taken into account.

The final provisions

These General Terms and Conditions entered into force on January 1, 2021 and apply to all apartment rentals from Life & Boats s.r.o. Any invalidity or deviation from individual provisions does not affect the overall validity of the terms and conditions and the contract.

IMPORTANT TELEPHONE NUMBERS

Police of the Czech Republic.....158
Ambulance.....155
The fire brigade.....150
International emergency line.....112