

GENERAL TERMS AND CONDITIONS Governing the Use of Accommodation Services

(referred to herein as the “Terms”)

of the company

SpindlMAX, s.r.o.

Company ID (IČO): 01559851

Registered office: č.p. 294, 54351 Špindlerův Mlýn

Registered in the Commercial Register maintained by the Regional Court in Hradec Králové, file no. C 32073

I. Definitions

Terms: This document constitutes the General Terms and Conditions as defined in Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (“NOZ”). These Terms form an integral part of the Accommodation Agreement entered into between the Provider and the Guest.

Provider: Refers to SpindlMAX, s.r.o., Company ID (IČO): 01559851, with its registered office at č.p. 294, 54351 Špindlerův Mlýn, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, file no. C 32073. The Provider operates the hotel at Špindlerův Mlýn 10, 54351 Špindlerův Mlýn.

Hotel: Refers to the accommodation facility Hotel Central 1920, located at Špindlerův Mlýn 10, 54351 Špindlerův Mlýn.

Accompanying Person: Any individual intending to stay at the Hotel under an arrangement whereby the Accommodation Agreement is concluded between the Provider and the Guest.

Accommodation Premises: Rooms in the Hotel provided to the Guest for use by the Provider.

Parties: Refers to the Provider and the Guest.

II. General Provisions

1. These Terms govern the use of the accommodation facilities, namely the Hotel Central 1920, as well as services related to accommodation provided within the Hotel.
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III. Contractual Parties

1. The Hotel's accommodation services or related services are used by the Guest and may also include Accompanying Persons.
 2. Special or individual terms and conditions are not part of these Terms but are subject to separate agreements between the Provider, the Guest, and/or third parties.
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IV. Conclusion of the Accommodation Agreement

1. The Guest may request accommodation or other services provided by the Provider in person, by telephone, via email, or through any other verbal or written form, including a reservation form on the website www.hotelcentral1920.cz or through the Provider's contractual partners.

1.1. Agreement Concluded in the Presence of the Parties

If the Agreement is negotiated in person between the Guest and a representative authorized to act on behalf of the Provider, the Accommodation Agreement is concluded immediately upon the Guest's acceptance of the offer.

1.2. Agreement Concluded in the Absence of the Parties

Following the Guest's request, submitted by telephone, email, or other written form, or through the contact form on the website www.hotelcentral1920.cz, the Provider sends the Guest an offer for accommodation or other services, reflecting the Guest's request and the Provider's current availability. This constitutes an offer under Section 1731 et seq. of NOZ ("Offer").

- The Offer must include at least the Provider's commitment to provide accommodation in a specified room(s), the duration of the stay, and the price for the services.
- If the Offer is provided in writing, it must specify a deadline for the Guest's acceptance. If no deadline is stated, it defaults to 3 business days.
- The Guest's acceptance of the Offer, either verbally or in writing, constitutes Agreement acceptance, provided it is unequivocally clear.
- If the Provider does not receive acceptance within the specified timeframe, the Offer expires without further obligations.

The Accommodation Agreement is concluded upon the Provider's receipt of the Guest's acceptance of the Offer ("Agreement Formation"). The Agreement is concluded for a fixed period, starting on the agreed date of arrival ("Check-In Date") and ending on the agreed departure date.

1.3. Agreement Concluded via Booking.com

A reservation made through Booking.com creates a direct contractual relationship between the Guest and the Provider.

- The published services on Booking.com constitute an Offer under Section 1731 et seq. of NOZ.

- A reservation made through Booking.com is considered acceptance of the Offer, and the Accommodation Agreement is concluded at that moment.
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V. Accommodation Fees

1. The current prices for accommodation and related services are listed in the reservation system on www.hotelcentral1920.cz. These prices are indicative, and the Provider reserves the right to adjust them unilaterally. The final price is determined by the Offer accepted by the Guest.
 2. The Guest is entitled to services at the price specified in the accepted Offer, provided it is accepted within the valid timeframe ("Fee"). The total Fee includes:
 - The Provider's service charges.
 - Applicable VAT.
 - Administrative or other fees required by law (e.g., a recreation fee).
 3. Reservations made via Booking.com are subject to the listed price at the time of booking.
 4. The Provider may require a deposit from the Guest as a guarantee for payment.
 5. If the deposit is not paid as agreed, the Provider reserves the right to terminate the Agreement.
 6. The Fee must be settled no later than the Guest's departure. Any deposit paid will be deducted from the final amount. Late payments are subject to separate agreements.
 7. Payment is accepted in CZK or EUR. Payments in other currencies are subject to separate agreements, with the exchange rate disclosed by the Provider.
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VI. Cancellation Policy

1. The Guest may withdraw from the Agreement in writing before the Check-In Date without stating a reason. However, the cancellation is subject to the cancellation terms agreed upon during the booking.
 2. Cancellations made within 30 days before the Check-In Date incur a cancellation fee equal to the deposit paid.
 3. The Provider may deduct the cancellation fee from the paid deposit in accordance with the cancellation terms.
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VII. Additional Services

1. The Provider offers additional services beyond accommodation.
 2. Guests may dine at the hotel restaurant.
 3. The cost of additional services is not included in the Fee and is subject to separate agreements.
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VIII. Rights and Obligations of the Contracting Parties

1. The Accommodation Provider is obliged to provide the Guest with temporary accommodation for the agreed period in exchange for the Accommodation Fee.
2. The Accommodation Provider shall hand over the accommodation premises to the Guest in a condition suitable for proper use and ensure the Guest's uninterrupted exercise of their rights related to the accommodation.
3. The Guest is obliged to pay the Accommodation Provider the Accommodation Fee for the provided accommodation services in the amount and manner stipulated by these Terms or other agreements between the Contracting Parties.
4. The Guest has the right to use the space allocated to them for accommodation, as well as the common areas of the Hotel's premises and the services associated with the accommodation.
5. The Guest must report their arrival at the Hotel and is entitled to start using the accommodation services on the day of arrival, between 3:00 PM and 8:00 PM. The Guest is obliged to vacate and return the accommodation premises to the Accommodation Provider no later than 11:00 AM on the day of departure.
6. The Guest must use the accommodation premises and areas where related services are provided in a customary manner and prevent damage to the Hotel's equipment and other entrusted items.
7. The Guest must respect the rights of other accommodated guests and behave appropriately towards other Hotel guests and Hotel staff.
8. The Guest is required to observe quiet hours. To this end, the Guest shall take all measures to avoid disturbing other accommodated guests in the Hotel, especially after 11:30 PM.
9. If an accompanying person is a minor under the age of 18, the Guest is responsible for ensuring the minor remains under their supervision or that of a fully competent individual entrusted by the Guest.
10. The Guest is liable for damages caused by their actions or those of persons under their care, whether to the Accommodation Provider or third parties.
11. Guests are allowed to bring pets (dogs) into the Hotel for an additional fee of CZK 500 per day per dog, beyond the Accommodation Fee.
12. Guests must adhere to the no-smoking policy throughout the Hotel premises. In case of violations, the Guest shall pay the Accommodation Provider a contractual penalty of CZK 10,000 for each individual breach.
13. If any of the above Guest obligations are breached, the Accommodation Provider is entitled to terminate the accommodation agreement. In such a case, the Accommodation Provider is entitled to a contractual penalty equal to the Accommodation Fee. The Accommodation Provider may unilaterally offset this claim against the Deposit.
14. Furthermore, the Accommodation Provider may terminate the agreement if:
 - (i) the Guest uses the accommodation facilities for purposes other than those intended;
 - (ii) the Guest otherwise disrupts the safety and order of the Hotel, behaves rudely towards Hotel employees, or is visibly under the influence of alcohol or drugs, disrupting the good name of the Accommodation Provider or the peaceful use of the Hotel by other guests; or
 - (iii) the Guest has a contagious disease.
15. If the accommodation agreement has been concluded for a period longer than one (1) year, the Guest has the right to terminate this agreement without stating a reason under §1867 of the Civil Code. This must be done in writing within 14 days of being requested by the Accommodation Provider to make any subsequent payment related to the accommodation.

IX. Liability for Brought-in Items

1. The Accommodation Provider is liable for damage to items brought into the accommodation premises by the Guest or accompanying persons.
2. Guests acknowledge that the Accommodation Provider offers a storage service for high-value items, particularly valuables. If the Guest brings items or valuables into the Hotel exceeding CZK 50,000 in value, they must request storage from the Hotel staff. Otherwise, the Accommodation Provider is not liable for damage to such items. A safe is located at the Hotel reception.
3. The Accommodation Provider's liability does not extend to vehicles, items left in vehicles, or live animals.
4. The Accommodation Provider is liable for damages to brought-in items only up to an amount equivalent to 100 times the daily accommodation rate.
5. Guests must claim compensation for damages from the Accommodation Provider without undue delay, but no later than fifteen (15) days from the date the Guest became aware of the damage.

X. Final Provisions

1. **Governing Law:** The Agreement, these Terms, and the legal relationships arising therefrom are governed exclusively by Czech law and the legal system of the Czech Republic.
2. **Changes to Terms:** The Operator reserves the right to unilaterally amend these Terms.
3. **Severability:** If any provision of the Agreement or these Terms is or becomes invalid, ineffective, or unenforceable, the remaining provisions remain valid, effective, and enforceable. In such cases, the Contracting Parties agree to replace the affected provision with a valid, effective, and enforceable provision that closely reflects the original provision's content, purpose, and economic impact.
4. **Statute of Limitations:** Rights arising from the Agreement or its breach are subject to a statute of limitations of six (6) years from the date the right could first have been asserted.
5. **Exclusion of Certain Provisions:** The Contracting Parties exclude the application of the contra proferentem rule to the Agreement.
6. **Compensation for Non-material Harm:** In cases where there is an obligation to compensate harm, the wrongdoer is also liable for non-material harm.
7. **Prohibition on Assignment:** Rights arising from the Agreement may not be assigned without the prior consent of the other Contracting Party.
8. **Validity and Effectiveness:** These Terms come into effect on January 1, 2020.

Signed in Špindlerův Mlýn, December 30, 2019
SpindlMAX, s.r.o.
Tomáš Tyle