

GTC – general terms and conditions

Hotel KROKUS in Pec pod Sněžkou

Participants in the contractual relationship:

- a) **Provider:** TheDay s.r.o., a business company, with its registered office in Prague 1, Malá Strana, Nerudova 209/10, ZIP code 118 00, Company ID: 06902898, Tax ID: CZ06902898, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 291013 (hereinafter referred to as "**Provider**"), as the operator of the KROKUS hotel, in Pec pod Sněžkou 189, ZIP code 542 21, CZ - Hradec Králové Region,
- b) **Client:** a natural or legal person interested in providing the Services listed below for the Provider (hereinafter referred to as the "**Client**").

The subject of these General Terms and Conditions of the Provider, i.e. TheDay s.r.o. (hereinafter referred to as "GTC") is, in accordance with the provisions of Section 1751 No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Civil Code"), the regulation of the conditions for the implementation of accommodation and related services at the KROKUS hotel (hereinafter referred to as "Services").

1. Contractual relationship regarding the provision of Services

The contractual relationship regarding accommodation and related services at the KROKUS hotel (hereinafter referred to as the "Agreement") is concluded by the Client in the following possible ways:

- a) by a written contract concluded between the Provider and the Client or
- b) on the basis of an offer made by the Provider accepted by the Client, with the Client's acceptance of the Provider's offer being deemed to include, among other things, its written acceptance by the Client (acceptance of the offer by e-mail is also deemed to be sufficient) or payment of any payment for the price of the Services provided based on the Provider's offer by the Client or the commencement of use of the Services provided based on the Provider's offer by the Client, or
- c) on the basis of an order made by the Client and accepted by the Provider, with the Provider's acceptance of the Client's order being deemed to include its written acceptance by the Provider (acceptance of the order by e-mail is also deemed to be sufficient) or the commencement of provision of the Services based on the Client's order by the Provider, or
- d) directly on site at the KROKUS hotel, by enabling the provision of the Services by the Provider and at the same time (i) payment of any payment for the price of the Services or (ii) commencement of use Services from the Client.

The Provider is not obliged to provide the Client with any Services or to fulfill any obligations towards the Client before the conclusion of the Agreement.

The Provider is not obliged, without having to communicate any reasons, to accept the Client's order.

The GTC are an integral part of all agreements between the Provider and the Client regarding the Services, unless the relations between the Provider and the Client are regulated otherwise by the Agreement. By concluding the Agreement, the Client confirms that he has become acquainted with these GTC and other conditions of accommodation at the KROKUS hotel and recognizes the following GTC as binding for all performance related to the subject of the GTC.

2. Prices for Services

The approximate prices of accommodation and any other services are stated in the presentation materials of the Provider (websites, brochures, etc.).

However, for the Client, as a customer, the price of the Services is binding, which is stated in the accommodation voucher (hereinafter referred to as the "**Voucher**"), which is sent to the Customer by

the Provider by electronic mail (e-mail). For the scope of the contractually agreed Services and prices, their breakdown in the Voucher is binding.

3. Cancellation of the stay or change of its conditions by the Provider

The Provider is entitled, in cases over which it cannot influence (e.g. force majeure), to change the agreed conditions of stay, or to cancel the stay without compensation and any financial compensation for the Client.

4. Cancellation of stay by the Client

The Client is entitled to cancel the stay based on the Contract (concluded in any of the ways specified in point 1 of these GTC) at any time before the agreed start of accommodation, exclusively under the conditions specified below. Cancellation of the stay requires written electronic form (e-mail sent by the Client to the Provider's e-mail address hotel@hotelkrokus.cz with a receipt proving its delivery). The decisive factor for determining the time of cancellation of the stay is the date and time of sending the e-mail.

Unless expressly stated otherwise in the Contract or these GTC, the Client is obliged to pay a cancellation fee to the Provider for the cancellation of the stay based on the Contract. Cancellation fees are adjusted by the Provider and notified to the Client together with sending the Voucher and are governed by the relevant Contract, or a special price offer of the Provider relating to the relevant Contract.

Unless the Provider stipulates otherwise within the framework of a specific Contract, the conditions for cancellation of the stay by the Client are as follows:

- if the Client cancels the stay 10 days before the agreed start of the accommodation and later – a cancellation fee of 100% of the price of the ordered Services,
- if the accommodation is arranged with a non-refundable preferential rate of the price of the Services – a non-refundable cancellation in the full amount of the payment for the reservation if the Client cancels the stay, which occurs at any time after the payment for the reservation,
- if the Client does not start the stay (the Client does not start the stay) – a cancellation fee of 100% of the price of the ordered Services.

For groups (accommodation in three rooms or more), special cancellation conditions apply, which are an integral part of the Agreement concluded for group customers. The offer regarding accommodation for group customers is sent by the KROKUS hotel, or rather. The Provider based on a written request for accommodation in three or more rooms.

The Provider will not charge the Client the above-mentioned cancellation fees if the Client could not use the agreed services for the following reasons: death in the Client's family, hospitalization of the Client or a member of his family, serious illness of the Client, call-up order concerning the Client, natural disaster, all of this if the stated circumstance completely prevents the use of the Services. The Client is obliged to provide the Provider with a written document of the above-mentioned facts no later than 3 days from their occurrence and at the same time no later than _ days before the agreed start of accommodation.

5. Force

These GTC are an integral part of the Contract and also the offer of Services from the Provider, the order of Services from the Client and the Voucher (accommodation voucher). Other conditions for the provision of Services may be agreed for group stays.

6. Payment terms

The Client is obliged to pay the price for the Services provided by the Provider, which are specified in the Agreement, including those that were ordered additionally. The Client undertakes to provide the Provider with an advance payment in the amount of 100% of the total price of the Services in advance by the due date specified in the Agreement. If the advance payment is not paid by the Client in the agreed amount and by the specified date, the Provider reserves the right to cancel the agreed

reservation, i.e. to withdraw from the Agreement and is not obliged to provide the Services to the Client, even in part.

As a standard, the price for the Services is always paid by the Client in full in advance, by transfer to the Provider's account (including payment by credit card) or via a payment gateway or via a third party (accommodation intermediary - for example, Booking.com). The payment is considered to have been made only when it is credited to the Provider's account, which is stated on the tax document (invoice). Upon agreement with the Provider, the Client has the option of paying the price for the Services provided in cash or by credit card.

If the Client is in default with the payment for the Services provided, the Provider has the right to claim from the Client, in addition to the payment of the amount due, a contractual penalty of 0.1% of the amount due for each commenced day of delay, starting from the first day following the due date of the tax document (invoice) until the full payment of the amount due, and the Client is obliged to pay this contractual penalty to the Provider.

The Client is entitled to a refund of payments made by him for the payment of the price of the Services only in cases expressly stated in these GTC and in mandatory provisions of legal regulations.

In the event that the Client has already paid at least partially the price of the Services ordered by him and subsequently any of the above-defined reasons for refunding the price of the Services are fulfilled and duly proven by the Client, the Provider will refund to the Client the payments that were provided by him to pay the price of the Services, the Client is entitled to a refund of which, namely:

- a) by transfer to the bank account from which the Provider received the relevant payment, or
- b) by transfer to the bank account of the payment card through which the relevant payment was made to the Provider, provided that the Services were ordered via the reservation form on the website www.hotelkrokus.cz or
- c) in another manner agreed upon by the Provider and the Client.

7. Complaint

The Client is obliged to file a complaint about the Services provided by the Provider with the person who, according to the Contract, resolves matters related to the provision of Services under the Contract on behalf of the Provider, immediately after discovering the deficiencies at the place of their provision, i.e. directly at the KROKUS hotel, as the Provider's premises, or in written (electronic) form. If the Client does not file a complaint without undue delay, the complaint filed by him cannot be subsequently recognized.

8. Jurisdiction and consumer protection

The Client is entitled to submit a proposal for out-of-court settlement of a dispute with the Provider regarding the provision of Services to the designated entity for out-of-court settlement of consumer disputes, which is:

Czech Trade Inspection

Central Inspectorate – ADR Department

Štěpánská 567/15

120 00 Prague 2, Nové Město

e-mail: adr@coi.cz

website: <https://adr.coi.cz>

The Czech Trade Inspection is a supervisory authority exercising supervision over consumer protection, proceeding pursuant to Act No. 64/1986 Coll., on the Czech Trade Inspection, as amended, and other legal regulations. The website of the Czech Trade Inspection is www.coi.cz.

In accordance with the provisions of Section 1837 letter a) OZ The Client (accommodated) as a consumer does not have the right to withdraw from the accommodation contract (i.e. from the Contract) if the accommodation facility (hotel KROKUS, or the Provider) provides performance on a certain date or in a certain period.

Other arrangements

If the Provider, despite reasonable efforts, is unable to meet the agreed conditions for the provision of Services due to force majeure, it has the right to withdraw from the Contract without further ado, or to reasonably change the conditions for the provision of Services under the Contract. Force majeure means 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, operational and transport disruptions, regulations and interventions by public administration authorities, restrictions arising from legal regulations, failure to grant the relevant permit, shortage of materials, raw materials or other resources, including human resources and labor caused by any reasons other than a breach of the Provider's obligations; in the event of force majeure, the Client is not entitled to assert claims against the Provider for any sanctions or other similar claims.

The maximum total amount of compensation for damages that the Provider will be obliged to pay to the Client and/or other persons in the event of a breach of the Provider's obligations under the Agreement and/or these GTC and/or legal regulations is 50% of the price of the Services agreed upon under the relevant Agreement to which the breach of obligations applies, which will be duly and timely paid by the Client to the Provider, provided that by concluding the Agreement, the Client waives the right to compensation for damages in the part exceeding this amount in full.

The person authorized by the Provider to manage the KROKUS hotel is authorized to exercise the rights and fulfill the obligations under the Agreement and these GTC.

The Client shall ensure that the Client's obligations specified in these GTC will also be fulfilled by all persons using the Services on the basis of the Agreement concluded between the Provider and the Client.

The Client agrees that the Provider, in accordance with Act No. 110/2019 Coll., on the processing of personal data, as amended, processed, further provided to third parties and archived his personal data, to the extent necessary for the fulfillment of rights and obligations under the Contract, these GTC and legal regulations. The Client shall ensure that similar consent to the handling of their personal data is also expressed by all persons using the Services on the basis of the Contract concluded between the Provider and the Client.

The Provider and the Client are entitled to make a notification under the Contract and/or these GTC in the following individual ways:

- a) in writing by registered letter sent to the other contracting party or
- b) in writing by personal delivery to the other contracting party or
- c) in writing by data message sent to the data mailbox of the other contracting party or
- d) by e-mail.

In the event of notification by the Client in the manner specified in the provision of letter d) above, the Client is obliged to also make a written notification in the manner specified in the provision of letter a) or letter b) or letter c) above no later than the next business day after the notification.

The legal relations of the Provider and the Client arising from the Contract and relations not regulated in the GTC are governed by the legal order of the Czech Republic and legal regulations valid and effective in the territory of the Czech Republic, in particular the relevant provisions of the Civil Code, with the proviso that the application of the provisions of Section 1740 paragraph 3, Section 1765, Section 1793, Section 1980, Section 2327 and Section 2330 of the Civil Code to legal relations arising from Contracts is excluded to the maximum possible extent and the application of the provisions of Section 1978 paragraph 2 of the Civil Code to legal relations arising from Contracts is also excluded, i.e. that the futile expiration of an additional period for performance, provided that this period will not be extended, does not result in automatic withdrawal from the Contract.

Any legal disputes between the Provider and the Client arising from the Contract will be heard and decided by the courts in the Czech Republic, with the matter being heard and decided by the court with substantive and local jurisdiction.

If any provision of these GTC becomes or is determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of these GTC.

These GTC shall enter into force and effect on the date specified below.

In Prague, on February 12, 2025

The Day s.r.o.