

# General Terms and Conditions

## Article I.

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### Contractual relationship

These General Terms and Conditions (further on in this document referred to as the "GTC") apply to the procedure for concluding a contract on accommodation and govern the general rights and obligations between the accommodated (hereinafter referred to as the "Client") and the operator THE GRANARY HOTEL s.r.o., Petřínská 569/20, 150 00, Praha 5, CIN 07018410, registered at the Municipal Court in Prague (file number: C 293151) (further on in this document referred to as the "Landlord"). The contractual relationship between the landlord and the client is governed by the relevant accommodation contract concluded between the landlord and the client and these GTC. If any provision is not expressly regulated, the relevant provisions of the Civil Code shall apply. Prior to the provisions of these GTC, the individual arrangements contained in the accommodation contract or the written confirmation of the accommodation provider's reservation and / or their annexes shall prevail. In doing so, the Accommodation Provider reserves the right to include in its offers and / or advertising materials other terms and conditions that take precedence over these GTC.

## Article II.

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### Procedure for booking and concluding an accommodation contract

2.1 The Accommodation Provider offers non-binding accommodation and other related services to its clients via its website [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz), through authorized intermediaries and through the Provider's advertising materials (further on in this referred to as the "Offer"). The information contained in the offer is for information only. This indicative offer is not an offer within the meaning of Section 1731 or Section 1732 of the Civil Code, nor is it a public promise under Section 1733 of the Civil Code. This indicative offer does not entitle the client to conclude an accommodation contract. The offer is valid for the period and under the conditions specified therein, while the landlord reserves the right to unilaterally change or specify the specific conditions of the given offer before concluding the accommodation contract.

2.2 By means of the electronic reservation form placed on the website of the Accommodation Provider [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz) or otherwise, the Client sends the Accommodation Provider the demand for accommodation and services (hereinafter the "Order"). By submitting the Order to the Accommodation Provider, the Client confirms that he / she is fully acquainted with these Terms and Conditions and agrees with them and acknowledges them as conditions and an integral part of the Accommodation Agreement. The Client is obliged to fill in the data in the reservation form completely (including any ID and VAT number) and truthfully, while other or other changes after its sending through the reservation form are not possible. The Landlord reserves the unlimited right to reject the Order, even without giving any reason.

2.3 Upon receiving the Client's Order, the Accommodation Provider shall verify the capacities and other conditions and by e-mail send the Client a written acknowledgment of receipt of the Order with the specific terms and conditions of the Accommodation Provider's binding offer, including a binding price calculation for accommodation and services, payment terms and payment instructions with the following information: identification and contact details of the accommodation provider, identification and contact details of the client, date of arrival, date of departure, number of nights, type of accommodation for

accommodation, number, names and surname and age of persons, calculation of possible discounts and instructions for payment of the total price, the amount of the refundable deposit according to the accommodation rules (hereinafter referred to as "Reservation").

2.4 In the case of acceptance of the delivered Accommodation Provider's reservation, the Client is obliged to pay the total price in the manner and under the payment terms specified in the Reservation.

2.4.1 Deposit: If a deposit for the total price has been set by the Landlord in the payment terms of the Reservation, an accommodation contract is concluded between the Client and the Landlord, of which these GBC are included, for accommodation and services specified in the Reservation. If the client fails to pay the landlord the deposit within the time limit specified in the payment terms, the client accepts the conditions of the reservation and the accommodation contract was closed. If the advance has not been set in the Payment Terms and Conditions, the Client is obliged to pay the total price of accommodation and services within the period specified in the Booking Terms of Payment, otherwise the cancellation conditions that are part of the GBC apply.

2.4.2 Reservation confirmation: The reservation of accommodation and services becomes guaranteed by the Accommodation Provider at the moment of confirmation and the Accommodation Provider sends the Client an email binding confirmation of the reservation of accommodation and services listed in the Reservation (hereinafter referred to as "Confirmed and Guaranteed Reservation" or "Reservation Confirmation"). Upon delivery of the Reservation Confirmation to the Client, the Landlord undertakes to provide the Client with accommodation and services to the extent and under the conditions specified in the Booking Confirmation. In case the client paid the depositor the deposit but did not pay the total price of accommodation and services within the deadline, it is a confirmed and non-guaranteed reservation. Mode and Consequences The confirmed and non-guaranteed reservations or Confirmed and Guaranteed Reservations are further specified in Section 6.6 of Article VI. of these GTC. Acceptance

with a supplement or deviation from the conditions specified in the Reservation is not deemed to be accepted for acceptance of the Reservation, even if it does not substantially change the terms of the Reservation.

2.5 If there are errors of writing or counting in the Offer, Order, Reservation and / or Confirmation of Reservation (in particular manifestly disproportionate price of accommodation and / or services) or other erroneous data or other irregularities, the landlord reserves the right to correct these errors or to remedy others irregularities that he himself or on the basis of a written request from the client.

### Article III.

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## Payment Terms

3.1 The Accommodation Provider has the right to require the Client to pay the total price of accommodation and services listed in the Reservation prior to their provision, or to pay the advance if this is stated in these GTC or Reservation.

3.2 Terms of payment and maturity of the total price vary depending on the time before the client arrives at the accommodation. Maturity of the total price of accommodation and services are stated in the Booking Terms of Payment.

3.3 The total price of accommodation and services shall be paid, unless otherwise stated in these GTC or in the Reservation, usually by credit card or cash at the reception.

3.4 Failure by the Client to comply with the deadline for payment of the total price or part thereof shall entitle the Accommodation Provider to withdraw from the contract and the Client is obliged to reimburse the Accommodation Provider for the costs associated with it (cancellation fees). of these GTC. Failure to comply with the time limit for the advance payment under the terms of payment The reservation means that the accommodation contract is not concluded and neither the client nor the landlord have any claims against them.

## Article IV.

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### Cost

4.1 The price of accommodation is the price stated in the Reservation as the price of accommodation for the respective room for the number of persons specified in the Reservation. The price for services is the price stated in the Reservation as the price of the ordered services. The total price of accommodation and services is the price stated in the Reservation as the total price with any discounts, including taxes, provided.

4.2 The Accommodation Provider is not entitled to unilaterally increase the total price for the duration of the Reservation, except for:

- if there is a change in the Reservation (eg change of room type, number of persons, etc.)
- if the client does not prove or proves that the conditions for providing the claimed discount are met,
- if there is a change in the VAT legislation or rates

4.3 The Client is entitled to receive a discount from the total price if, at the latest at the time of sending the Order, he informs the Provider of all decisive facts for applying the discount according to the Provider's terms and conditions specified in the Provider's offer. At the moment of placing an Order, the Client is not entitled to any other and / or additional discounts. Any discounts announced by the Accommodation Provider after the date of dispatch of the Order by the Client do not entitle the Client to draw this discount, unless stated otherwise.

4.4 Prices of accommodation and services of the Accommodation Provider are set and their payment is made in the Czech Republic's legal currency unit (CZK, CZK). Based on the agreement of the Accommodation Provider and the Client, the price of accommodation and services in EUR may be determined and paid for. For the conversion of the price of accommodation and services in CZK to EUR, the actual exchange rate of Czech National Bank. For the client and the landlord in the case of accommodation and service orders, the price of accommodation and services is binding in EUR in the amount stated in the Reservation. In case of payment of the service to the Accommodation Provider directly at the Accommodation Provider's Reception, the binding price stated in the Accommodation Provider's price list in CZK is converted by an actual EUR exchange rate set by the Czech National Bank for the day of service usage.

## Article V.

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### Changes in the reservation

5.1 In the event of circumstances preventing the Accommodation Provider from providing the Client with accommodation and / or service according to the Reservation and if it is possible to provide the Client with other accommodation and / or alternative services in the scope and quality of the same or at least close to the originally ordered accommodation and due to the situation. / or service or to provide the same accommodation and / or service on an alternate date, the landlord is entitled and obliged to make the corresponding changes. In such a case, the Landlord is obliged to inform the Client without undue delay of the conditions of this change and to propose this change to the Client. In case of disagreement with such a change, the Client is entitled to cancel the service, and if the change is related to the accommodation, withdraw from the contract. The Landlord is then obliged to return to the Client, without undue delay after the cancellation of the service, the performance attributable to such a canceled service and, in case of withdrawal from the entire contract, to return the Client all services paid in connection with the contract. Fees returned under this paragraph are not subject to the provisions of these GTC on cancellation fee. If the client

does not cancel the service without undue delay after such a change in the service is notified to him or if he does not withdraw from the contract within 5 days of receiving the notification of such change, he / she agrees to such change.

5.2 In the event that it is not possible to provide the Client with the ordered and paid service in the scope and quality corresponding to the agreed conditions, the Landlord is obliged to return the Client the performance paid by the Client for such service. However, in the event that the Landlord provides the Client with a substitute service of the same or higher scope and / or quality with such consent, such substitute performance shall be deemed to be the provision of the originally agreed service, and the Client shall not have any further claims against the Landlord as a result of non-provision originally ordered and paid services.

5.3 The Accommodation Provider is not liable for changes caused by force majeure, due to decisions of public authorities, the emergence of extraordinary circumstances or events that the landlord could not have foreseen, or which could not have been prevented even with all reasonable efforts.

## Article VI.

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### Cancellation or non-use of the reservation and cancellation fee

6.1 The contracting parties have agreed that the client has the right to terminate the accommodation contract at any time prior to boarding the accommodation without notice or to resign due to a substantial breach of the accommodation provider's obligations. In addition, the Parties agree that, in the absence of a client's right of withdrawal under certain conditions, under a law or contract for reasons of substantial breach of the Landlord's obligations, or in the event of termination or withdrawal on the part of the Accommodation Provider due to the Client's obligations breach, the Client is obliged to pay the Accommodation Provider a cancellation fee.

6.2 The amount of the cancellation fee is agreed as follows:

- 1 – 7 days before and on the day of arrival, the cancellation fee is 100% of the total stay
- 100% of the total price upon arrival.

6.3 Termination and withdrawal must be in writing and must be delivered to the other party. The accommodation contract is canceled on the day when the written notice or withdrawal was delivered to the other party.

6.4 In the event that the Client does not appear at the accommodation on the day of accommodation and / or does not use the booked number of days of accommodation and / or the ordered service according to the Reservation without fault of the Accommodation Provider, the Client is not entitled to any financial and / or other compensation and / or provision accommodation or services in relation to the landlord and the landlord are entitled to 100% of the total price of accommodation and services stated in the Reservation.

6.5 In the event that the client does not appear for the accommodation and services and if it is within the meaning of par. 2.4 Article II. of these GTC on:

A. Confirmed and Non-Guaranteed Reservation - the Accommodation Provider is entitled to cancel the Reservation in vain by 17:00 (seventeen o'clock) on the day of arrival in the Reservation. of these GTC and the landlord is entitled to provide accommodation and / or service to another client of the landlord.

B. Confirmed and Guaranteed Reservation - the Accommodation Provider is entitled in vain expiration of 11 am (11 am) on the day following the day of commencement of accommodation specified in the Reservation; loses the right to provide accommodation and services according to the Confirmed Reservation with the consequences according to par.

6.6 After effective termination or withdrawal from the contract, the landlord is obliged to return to the client all the services received from him after offsetting the cancellation fee or other performance under the contract, unless the total amount paid by the client in accordance with these GTC has been exhausted, up to 14 days after delivery of this notice or withdrawal from the contract. In the event that the received performance from the client, or if the client has agreed cancellation fee insurance, the performance by the Insurer is not sufficient to pay the cancellation fee or other performance under the contract, the client is

obliged to without undue delay after the effective termination of the contract to remit the amount due to the bank landlord's account.

6.7 The Accommodation Provider is entitled to withdraw from the contract in cases where the Client substantially breaches the obligations stipulated in the Contract, these GTC and / or the legal regulations of the Czech Republic. The landlord is entitled to terminate the contract without notice before the expiry of the agreed period in the event that the client and / or persons accompanying him despite the warning grossly violate their obligations arising from the contract, these GTC, accommodation or other operating rules of the landlord or legal regulations of the Czech Republic or good manners. If such accommodation is terminated or terminated, the client is obliged to pay the landlord a cancellation fee in accordance with these GTC.

6.8 Withdrawal or termination of the Contract shall not affect the right of the Accommodation Provider to pay the total price stated in the Reservation, eventually the cancellation fee, the rights of the Parties to compensation for damage arising from the breach of the contractual obligation or arrangements which, due to their nature, are to bind the Parties even after the termination of the Contract.

## Article VII.

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### Client's rights and obligations

7.1 The client's basic rights are primarily:

- the right to provide ordered and paid accommodation and services to the extent and under the terms of the Reservation.
- the right to provide information concerning the accommodation and services offered and provided by the landlord.
- the right to terminate the contract at any time without notice or withdraw from the contract due to a substantial breach of the accommodation provider's obligations or to cancel the use of the ordered service under the conditions specified in these GTC, the contract or legal regulations of the Czech Republic.
- the right to notify the Landlord in writing that another person will participate in the accommodation and / or the use of the services listed in the Reservation on condition that such notice will also be a statement from that person (new client) that he / she agrees with the accommodation, services and their price specified in Booking and meeting all conditions to participate in accommodation and service if required. The original and new clients are jointly and severally liable for payment of the total price stated in the Reservation and administrative or other costs incurred by the landlord in connection with the change of client.
- the right to complain about incorrectly or poorly provided accommodation or services and their settlement in accordance with these GTC.
- the right to the protection of personal data and other data relating to the client and passengers.

7.2 The principal obligations of the client are in particular:

- The obligation to fill in the Order, any enclosed forms necessary for providing

accommodation and services and submit the necessary documents for identification of the client and passengers (valid identity card, valid passport) and, if necessary, to notify the change of these data.

- Fill in and sign the registration card when registering for accommodation.  
The obligation to report to the landlord the possible participation of foreign nationals.  
The obligation to notify the accommodation provider of the change in the number of persons using the room and, if the accommodation provider agrees with this change, to enter them in the booked accommodation at the accommodation provider's reception and to pay the accommodation price for such non-listed persons according to the price list of the accommodation provider. In the case of exceeding the maximum number of persons allowed for a given room and / or breaching the obligation to report persons using the property not listed in the Reservation, the Landlord is entitled to withdraw from the contract for substantial breach and to declare the client, the person accompanying him and other persons from the accommodation or service this will void the entitlement to the provision of such accommodation and / or services in the Reservation, as well as the right to compensation for paid and unused accommodation and / or services.
- Obligation to pay to the Accommodation Provider the total price of accommodation and services in accordance with the payment conditions specified in the Reservation and in accordance with these GTC and prove its payment on the basis of the Accommodation Provider's call.
- The obligation to pay the landlord a cancellation fee in the cases specified in these GTC.
- The obligation to take over from the landlord the documents necessary for drawing accommodation and services.
- Obligation to come to the place of accommodation and / or services at the set time.  
The obligation to comply with the instructions of the Accommodation Provider's employees, accommodation and other operating rules of the Accommodation Provider issued for drawing and providing accommodation and services. In case the client or persons accompanying him despite the warning grossly violate the obligations arising from the contract, these GTC or of the Accommodation Provider's Regulations, Legal Regulations or Good Manners, or violate the Program or the drawing of accommodation and services of other Accommodation Provider's clients, the Accommodation Provider is entitled to expel the Client and the person accompanying it from the Accommodation or Services (terminate the Contract without notice); to provide in the Reservation of said accommodation and / or services, as well as to claim compensation for paid and unused accommodation and / or services.
- The duty of the client and the persons accompanying him to behave in such a way that they do not disturb or limit the use of accommodation and / or services of other clients of the accommodation provider.
- Obligation to pay damages to the property of the Accommodation Provider, which he himself caused and / or persons accompanying him or other persons to whom he was guilty of having access to the property of the Accommodation Provider.
- Animals are allowed for a fee.
- The client (whether as a natural person or a legal entity) is responsible for compliance with the obligations arising from the contract, these GTC, accommodation and operating rules of the landlord and the legal regulations of the Czech Republic by the individuals specified in the Reservation Confirmation and / or accompanying.

7.3 More detailed regulation of rights and obligations includes accommodation and other operating rules of individual centers, which are publicly available to clients in individual centers.

## Article VIII.

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## Complaints and out-of-court dispute resolution informatic

8.1 The Client is entitled to claim from the Accommodation Provider the quality of the accommodation and / or services provided if their quality or scope or other conditions do not correspond to the scope, quality and conditions specified in the Reservation. The Accommodation Provider undertakes without undue delay to find out the circumstances of the complaint and, in the case of a justified complaint, to ensure the correction of the defective condition or to provide the client with a discount. The Client is obliged to file a complaint with the Landlord without undue delay after finding the defective provision. Later claims will not be considered.

8.2 Information on Out-of-Court Settlement of Disputes - The entity competent for out-of-court settlement of disputes (ADR) between the operator and the client arising from the provision of accommodation and related services (consumer disputes) is pursuant to Section 20e (a). d) of Act No. 634/1992 Coll., on Consumer Protection, as amended, Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ 00020869, Internet address: <http://www.coi.cz/> n/ or another entity authorized by the Ministry of Industry and Trade.

## Article IX.

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### Other provisions

9.1 Accommodation of the Client by the Accommodation Provider is possible at the earliest from 14:00 on the day stated in the Reservation as the first day of accommodation. The Client is obliged to hand over the cleared object on the last day of accommodation specified in the Reservation by 11:00 am. (in case of delay is the charge of 500 CZK - five hundred Czech crowns - for every next hour).

9.2 If the Landlord acquires a reasonable suspicion that the Client is using the Property in violation of the terms of the Reservation or in violation of the Accommodation or Operating Rules of the Accommodation Provider or contrary to public policy, the Landlord is entitled to enter the building and to check its use.

9.3 The Accommodation Provider shall not be liable for damages caused to the functionality of the client's electrical or electronic equipment, and for any errors or incorrect information provided by other persons about the events or services provided.

9.4 No parking area is a guarded car park and the landlord does not provide any supervision of parked clients' vehicles and / or their accessories.

9.5 By ticking the box "I agree to the processing of personal data "in the booking form located on the website [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz) (hereinafter referred to as " reservation form ") and its sending (or if the Order is not made via the website [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz), then another express and the demonstrable manifestation of his will by the client:

(i) confirms that all personal data specified in the booking form (or any other verifiable manifestation of his will containing the required information, unless the Order is made via the website [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz)) is true and correct that he has been informed of his related rights with the administration and processing of his / her personal data, in particular that he / she has the rights under Sections 11, 12, 21 of Act no. No. 101/2000 Coll., on Personal Data Protection, as amended (hereinafter referred to as the "Personal Data Protection Act"), respectively. acquainted himself with the content of the Information [KB1] for the processing of personal data and commercial communications, which are available on the website [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz),

(ii) gives prior consent to:

- the processing of his / her personal data in accordance with the Personal Data Protection Act by the Landlord as an administrator, or other persons with whom the Landlord concludes the relevant contract under Section 6 of the Personal Data Protection Act, including making available and forwarding the provided data to these processors and persons under § 14 of the Personal Data Protection Act cooperating with the landlord on the basis of a contract, namely
  - in the scope of the data, his / her name, surname, address, telephone number and e-mail address specified by him / her in the booking form (or any other verifiable manifestation of his / her will containing this information, unless the Order is made via the website [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz)) indefinite, respectively. until revocation or refusal of his consent, resp. expressing his / her disagreement with the use of electronic contact, which he / she stated in the booking form (or other demonstrable manifestation of his / her will containing this information, if the Order is not made via the website [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz)), in order to disseminate commercial communications within the meaning of the Services Act IS (ie sending commercial messages to the Client via electronic means by the Accommodation Provider and third parties referred to in the previous paragraph), which will include commercial communication concerning the products, services, products and activities of both the Accommodation Provider and the third persons mentioned in the previous paragraph.

## Article X.

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### Final Provisions

10.1 These GTC in terms of Section 1751 et seq. of the Civil Code regulate the closing procedure, form the content and form an integral part of the accommodation contract concluded between the client and the landlord.

10.2 If a written form of legal action is required in these GTC, it shall be deemed to be in compliance with this form if legal action is taken by letter, fax or e-mail.

10.3 These GTCs may be supplemented and amended by the Landlord in an electronic and unlimited manner. In the event that such a change occurs, the new version of the GTC will be placed on the website of the Accommodation Provider [www.kinsky-fountain.cz](http://www.kinsky-fountain.cz) and sent to the Client with whom the Reservation process is taking place. The change of these GTC becomes effective at the moment of its publication or delivery to the Client. In case of disagreement of the client with the published change in the GBC, the client is obliged to notify the landlord of this disagreement in writing within two days of the delivery of the change in the GBC. The relationship between the Client and the Accommodation Provider and the resulting mutual rights, obligations and conditions shall be governed by the GBC sent to him with the Reservation.

10.4 If any individual provision of these GTC is found invalid, it is fully separable from the other provisions of these GTC and such invalidity will have no effect on the validity and enforceability of any other provisions of these GTC.

10.5 In other matters not regulated by these GTC, the Client and the Landlord undertake to abide by the laws of the Czech Republic, by good manners and practices in the provision of accommodation services, and to resolve any disputes preferentially in a friendly manner.

10.6 These GTC come into effect on 1.1.2022.



