

**Terms and Conditions of the Company Haštalská, s.r.o.**  
(hereinafter „**Terms and Conditions**“)

These *Terms and Conditions* apply for all contracts concluded by the company Haštalská, s.r.o., with the seat at Praha 1 - Staré Město, Rybná 693/20, PSČ 11000, ident. no. 25654811, registered in the business register at the Municipal Court of Justice Prague under C 145610 („**Hotelier**“) with third parties in the scope of business activities defined under the Article 1 of these *Terms and Conditions*.

### **1. Scope of applicability of these Terms and Conditions**

1.1 The *Hotelier* operates the Hotel Josef („**Hotel**“), to be found at the address Rybná 693/20, 110 00 Prague 1, the Czech Republic.

1.2 These *Terms and Conditions* apply on contracts with a third party, based on those the *Hotelier*, in the framework of the operation of the *Hotel*,

- provides accommodation services, as well as associated services (especially dining bids);
  - provides premises for sessions, conferences or other meetings for rent, as well as accompanying services (esp. catering offers)
- („**Services**“)

### **2. Contract Partner**

2.1 The Contract Partner is at the one hand the *Hotelier*, at the other hand a physical or legal person that has delivered a demand to the *Hotelier* („**Contract Partner**“).

2.2 If the *Contract Partner* books *Services* for another person and / or for more persons („**Guests**“) then the *Contract Partner* is even in such cases a Contract Partner, and pledges for the proper performance of the contract by the *Guests*, which are encompassed by the corresponding request. This applies even if the *Hotelier* explicitly or implicitly consents to demand the compensation of the cost of services of the *Guests*; always is the *Contract Partner* collective debtor for all obligations of the *Guests* towards the *Hotelier*.

2.3 If the *Contract Partner* does not book for himself but for third persons and he makes this clear in his request, then the *Hotelier* will require balancing the costs of the services of the *Guests* and not set the *Contract Partner* in claim, unless the *Guests* do not fulfil their payment obligations when due or not at all.

2.4 For damages caused by the *Guests*, and for costs that are not borne by the *Guests* (e.g. minibar, pay-TV), the liability rests at the *Contract Partner*.

2.5 The *Hotelier* is entitled to demand from the *Guests* a deposit of their credit card data during the check-in or in advance. In such a case, the person whose credit card information has been stored is jointly and severally responsible for payment of all costs and damages incurred by the respective *Guest*, too. This does not apply if the credit card holder can prove that the credit card information was submitted to the *Hotelier* without knowledge and will of the credit card holder.

### **3. Formation of a Contract**

3.1 In the scope of these *Terms and Conditions*, a contract between the *Hotelier* and the *Contract Partner* comes into existence upon

- the announcement of a request by the *Contract Partner* (see point 2.2) and
- the confirmation of the request by the *Hotelier* (see point 2.3)

3.2 A request of the *Contract Partner* may come in writing, orally or otherwise, provided that it contains the period and the number of *Guests*. *Terms and Conditions* attached to the request of the *Contract Partner* shall be disregarded and not be part of the contract unless the *Hotelier* explains the applicability of such *Terms and Conditions* in his Confirmation.

3.3 A confirmation of the *Hotelier* ("**Confirmation**") is exclusively in writing, which is to be understood also if submitted by e-mail and / or electronic copy.

3.4 Conditions which the *Hotelier* included in the *Confirmation* are part of the contract between the *Hotelier* and the *Contract Partner*, unless this contradicts these additional conditions. **An appeal must be received at the *Hotelier* within 24 hours after the receipt of the *Confirmation* by the *Contract Partner*. Otherwise, the objection is not valid. Should the *Contract Partner* object the conditions in the *Confirmation*, this represents a cancellation of booking and Article 5 of these *Terms and Conditions* shall apply.**

3.5 Provisions contained in the *Confirmation* take precedence over provisions contained in these *Terms and Conditions*.

3.6 *Services* the rendering of which was not expressly stated by the *Contract Partner* in his request (e.g. Parking) are not owed by the *Hotelier*. Where a *Guest* requires *Services* which were not part of the request by the *Contract Partner*, the *Hotelier* can provide these services. Also in this case, the *Contract Partner* is liable for the reimbursement of such costs by the *Guest*.

3.7 The *Contract Partner* gives the binding number of accommodated *Guests* in each room in his booking. The *Hotelier* is entitled to refuse the check-in, if more people are to be housed in a rented room, as stated in the booking. If the *Hotelier* notes that the room is actually occupied by more persons than stated in the *Confirmation*, the *Hotelier* can optionally charge the *Contract Partner* to pay a surplus price fixed by the *Hotelier* or vacate the room.

3.8 The *Contract Partner* is responsible for ensuring that each *Guest* accepts these *Terms and Conditions* and undertakes to comply with these *Terms and Conditions*; a violation to these *Terms and Conditions* by the *Guest* shall constitute an own violation by the *Contract Partner*.

#### 4. Payment of Services

4.1 The costs of *Services* that are ordered by the *Contract Partner* for himself and / or for the *Guests* at the *Hotelier* are listed in the *Confirmation*. In addition, costs may be derived from these *Terms and Conditions* and / or other documents and information that have been made available to the *Contract Partner* and / or the *Guest*.

4.2 The costs of *Services* listed in the *Confirmation* are based on the information that the *Contract Partner* has given the *Hotelier* as part of his request. The *Hotelier* is entitled to unilaterally raise the cost when the *Contract Partner* has omitted information having impact on the price determination (e.g. coming there with a pet).

4.3 All amounts are to be considered exclusive of the applicable VAT unless not expressly told otherwise by the *Hotelier*.

4.4 All payments must be made in the currency that is stated on the *Confirmation*. If the *Contract Partner* and / or a *Guest* wish to pay the bill in cash, they may do so at the *Hotel* in the currencies CZK, EUR, USD and GBP; unfortunately, cash payments in other currencies are not possible. Paid the *Contract Partner* or the *Guest* the bill by credit or debit card, this is debited by the amount in CZK. The invoice amount is listed on the invoice in CZK. For any conversion that should be required for billing of services, the *Hotelier* will use the official exchange rate of the Czech National Bank for the day of check-in of the *Guest*.

4.5 Paying the *Contract Partner* and / or the *Guest* by bank transfer, so he has to use the bank details, which are indicated on the invoice, the bank account is held in the currency of the invoice. Bank charges and exchange rate risks are borne by the *Contract Partner* or the *Guest*. The *Contract Partner* or the *Guest* is obliged to pay the bill by the deadline indicated on the invoice. Failing such a deadline on the bill, it must be paid within fourteen days after receipt of the invoice by the *Contract Partner*.

4.6 Paying the *Contract Partner* and / or the *Guest* with a credit card and / or he has made available his credit card details to the *Hotelier* to secure his booking, the *Hotelier* is entitled to charge the appropriate credit card with the amount specified in the *Confirmation* at any time after the deadline for free cancellation (see Article 5 of these *Terms and Conditions*).

4.7 The *Contract Partner* acknowledges that the *Hotelier* may not accept credit cards of certain credit card companies. It is the responsibility of the *Contract Partner* to check whether credit cards of specific credit card companies are accepted by the *Hotelier*.

4.8 The *Hotelier* is entitled to demand advance payments or payment in full before arrival. The *Contract Partner* is obliged to pay the *Services* included by the *Hotelier* in the bill within the payment period contained on the corresponding invoice. The date of crediting the account of the *Hotelier* shall apply. Missing the payment period on the invoice, this amounts to five (5) workdays.

**4.9 If the *Contract Partner* does not fulfil a payment obligation pursuant to Article 4.5 of these *Terms and Conditions*, this does not mean a cancellation of the reservation on the part of the *Contract Partner*; the *Contract Partner* is then only in default of its payment obligation, the contract as such, however, remains in effect.**

4.10 If the *Contract Partner* and / or the *Guest* is in default with the fulfilment of a payment obligation, than the *Contract Partner* and the *Guest* are required to pay a contractual penalty amounting to 0.05% of the outstanding amount for each started day of delay; thereof any damage compensation claims by the *Hotelier* remain unaffected.

#### 5. Cancellation

5.1 The *Contract Partner* and / or the *Guest* can cancel a reservation and / or an order at any time, but note the cancellation fees arising from the *Confirmation*. Contains the *Confirmation* no information about the cancellation, the conditions of this Article 5 apply.

5.2 If the *Contract Partner* booked maximally **two** rooms for **five** days maximum the following shall apply:

**If the *Hotelier* receives a cancellation later than seven (7) days before the date of arrival of the *Guest* according to the *Confirmation*, namely at the latest by 6 pm CET of that day, the cancellation is free of charge for the *Contract Partner* or the *Guest*. Cancels the *Contract Partner* or the *Guest* not within the above period and / or does not make the *Guest* use of the *Services* of the *Hotel* as included in the *Confirmation* or not fully, the *Contract Partner* or the *Guest* is obligated to pay all amounts due according to the *Confirmation* for the first day of the period of the accommodation according to the *Confirmation*.**

5.3 In cases that are not covered by Article 5.2 of these Terms and Conditions, the following applies:

**If a cancellation arrives later than thirty (30) days before the date of arrival of the *Guest* according to the *Confirmation* this cancellation is free of charge for the *Contract Partner* or the *Guest*. Cancels the *Contract Partner* or the *Guest* not within the above period and / or does not make the *Guest* use of the services of the *Hotel* as included in the *Confirmation* or not fully, the *Contract Partner* or the *Guest* is obliged to pay all amounts due according to the *Confirmation* for the entire paying period of the accommodation according to the *Confirmation*.**

5.4 A no-show of the *Guest* on arrival day according to the *Confirmation* constitutes a cancellation of the order; the cancellation fee depends on the *Confirmation*, otherwise subsidiary under this Article 5.

## 6. Check-In, Check-Out

6.1 **Check-in** within the meaning of these *Terms and Conditions* means the personal registration of the *Guest* at the front desk of the *Hotel* and the acquisition of the access cards to his room. Check-out within the meaning of these *Terms and Conditions* means the payment of the outstanding debts of the *Contract Partner* and / or the *Guest* to the *Hotel*, the evacuation of the occupied by the *Guest* rooms and the return of all access cards to the *Hotel* room.

6.2 As part of the check-in, the *Guest* must present a valid passport or identity card, the *Confirmation* and a valid credit card. The *Guest* agrees that the credit card details will be stored in order to secure the claims of the *Hotelier* against the *Contract Partner* and / or the *Guest*. The *Hotelier* has the right to also examine in *Guests* who are subject to a visa requirement on the Czech Republic because of their nationality, the visa and with the consent of the *Guest* to take a copy thereof to the files. The *Hotelier* is entitled to refuse a check-in if the *Guest* does not comply, or not fully, the identification and documentation requirements contained in this paragraph.

6.3 Regular check-in is at **2 pm CET**. The *Hotelier* reserves the right to hand the *Guest* the room over at a later date, provided operational reasons on the part of the *Hotel* preclude that transfer.

6.3 Regular check-out is at **12 am CET**. If the *Guest* wants a later check-out, he has to communicate this request no later than 12 am CET on the day before his departure at the reception. The *Hotelier* is entitled to refuse the request of the *Guest* after a delayed handover of the room.

6.4 Submits a *Guest* his room later, the *Guest* is obliged to pay the following costs:

a) If the *Guest* announced his belated check-out to the *Hotelier* in accordance with Article 6.3 of these *Terms and Conditions*, and has the *Hotelier* not objected, the *Guest* is obliged to pay the *Hotelier*, with check-out before 6 pm the day of departure, **50% of the respective daily room rate according to the current rack rate**. At a room handover after 6 pm the day of departure, he is obliged to pay **100% of the daily room rate according to the *Confirmation*** unless otherwise agreed.

b) In cases where the paragraph a) of this Article 6.4 does not apply, the *Guest* is obliged to pay, in case of delay with the check-out at less than 2 hours, **50% of the applicable on the day rack rate of the *Hotel* for the room type used by him**; in case of delay with the check-out by more than two hours, the *Contract Partner* is obliged to pay **100% of the applicable on the day rack rate of the *Hotel*** for the period until 12 noon the following day;

The above provisions are repeated for any additional days of delay.

6.5 Notwithstanding Article 6.4 of these *Terms and Conditions*, in case of delay with the check-out, is the *Hotelier* entitled to take personal belongings the of *Guest* out of the room and store them elsewhere in the *Hotel*; thereby the payment obligations of the *Contract Partner* in accordance with Article 6.4 of these *Terms and Conditions* remain unaffected. The *Hotelier* takes over no responsibility for these items in such a case, but he will store the items in a range of the *Hotel* where only employees of the *Hotel* have access.

6.6 *Guests* who have not attained the age of 18 years ("**Minors**") must be accompanied by a person who has already reached the age of 18 years ("**Adult**") and is in a family relationship with the *Minor*; to examine this circumstance, the *Guest* provides his passport or identity card and the passport or identity card of the *Minor*. Neither an independent

check-in of a *Minor* unaccompanied by an *Adult* nor check-in of a *Minor* with an *Adult* which is not in a family relationship to the *Minor* is carried out by the *Hotelier*, the compensation claim of the *Hotel* against the *Contract Partner* remains unaffected hereby.

6.7 As used in these *Terms and Conditions*, the term "rack rate" means the applicable rate for each room type that is specified on a daily basis on the Internet and at the front desk of the *Hotel*.

## 7. Parking

7.1 The *Hotelier* has on-site, not guarded parking places in the underground garage. These are at the disposal of the *Guest* against payment of a parking fee set by the *Hotelier*, provided that such parking places have not been assigned to other *Guests* yet.

7.2 The *Hotelier* signposts the amount of the parking fee, moreover it can be obtained in the current height at the front desk of the *Hotel*.

7.3 The *Guest* is responsible for the running-in and the exiting the garage, as well as for parking manoeuvres. The *Hotelier* notes that the parking garage is small in size and the running-in and the exiting the garage as well as the parking in and out presupposes manoeuvring in a confined space. If the *Guest* does not consider that his manoeuvring capabilities do not allow this, he must renounce the use of the underground garage.

7.4 The *Hotelier* shall not be liable for damages even during the entering and exiting the garage or the parking space when the *Hotel* employees support the *Guest* with it in discretion.

7.5 The *Hotelier* is not liable for damage to the parked car, for a loss of the parked car and / or for the loss of things that are or were in the car. The *Guest* should not leave any valuables in the car and should lock the car doors.

## 8. Smoking

8.1 **Smoking is basically prohibited in the *Hotel* in all the premises, even in the rooms.** To avoid any misunderstanding, it is noted that even smoking "out the window" is strictly prohibited. The areas in which the general ban on smoking is lifted are either marked or can be requested at the reception.

**8.2 The *Guest* and the *Contract Partner* are liable to the *Hotelier* for all costs, damages and fines, which incur by the *Hotelier* by smoking of the *Guest* in places where it is not permitted, particularly but not exclusively is the *Guest* and the *Contract Partner* liable to the *Hotelier* for costs incurred by the *Hotelier* by exchanging textiles, carpets or other furnishings that are affected by smoking the *Guest* in their own smell. The *Guest* has to reimburse the *Hotelier* for a loss of revenue (in accordance with the rack rate) for the room which, according to the meaning of the *Hotelier*, cannot be rented or has been rejected by another guest because of the nicotine smell and be aired; the reimbursement obligation extends to the whole of the period of ventilation required for removal of nicotine odour and can last several days.**

8.3 Should a *Guest* on prompt of the *Hotelier* not refrain from smoking, the *Hotelier* shall be entitled to expel the *Guest* from the *Hotel* and to vacate the room without loss of compensation claims for the service ordered,

8.4 If the *Guest* triggered a fire alarm by smoking in a place where the general smoking ban is not lifted, the *Guest* and / or the *Contract Partner* bear any costs incurred to the *Hotelier* by the faulty fire alarm.

8.5 Even in places where the general smoking ban is lifted, the *Guest* has to make sure that it does not come through ash, smoke or cigarette butts to contamination and / or damage to the property of the *Hotelier* or a third party. Any damage has the *Guest* to compensate.

## 9. Wake-up Call

Should the *Guest* wish a wake-up call, he can report this request at the *Hotel* reception. The *Hotelier* will endeavour to fulfil this wish, but he does in no way guarantee that the alarm occurs and / or the *Guest* is actually awakened by the wake-up call.

## 10. Facilities in the Hotel Room, Cleaning

10.1 All fixtures and fittings that are located in the *Hotel*, also intended for consumption, are the property of the *Hotel* and only intended to be used in the *Hotel*. Especially any provided slippers, bathrobes, electrical devices or cosmetic products are to be left in the room on departure of the *Guest*, provided they are not used or consumed.

10.2 The *Hotelier* is entitled to include any missing fixtures and fittings in the bill for the *Contract Partner* and / or the *Guest*, or to use the details of the credit card stored at the check-in and to charge the appropriate credit card with the corresponding amount.

10.3 Paid services of the *Hotelier* or of a third party that can avail to the *Guest* before, during or after his stay (e.g. pay-TV, Internet, minibar, shuttle service, Planet ZEN) will be charged for to the bill of the *Guest* and must be paid by the *Guest* or by the *Contract Partner*. This goes not only for the services that the *Hotelier* knows on the check-out of the *Guest* to have been taken advantage of, but also for services the knowledge of the usage of which appeared after the check-out of the *Guest* only. The *Hotelier* may also in this case use the details of the credit card stored at the check-in and to charge the appropriate credit card with the corresponding amount.

10.4 The *Guest* and / or the *Contract Partner* shall be liable to the *Hotelier* for any loss and any damage to the equipment of the hotel room, which is caused deliberately or grossly negligent by the *Guest*. This does not apply in terms of furnishings which are intended for consumption.

10.5 The cleaning service takes the cleaning of the rooms daily between 8 am and 4 pm, provided that rooms with their door signed "Do not disturb" will not be cleaned. The *Guest* has no right for his room be cleaned to a specified time. There is a service at the disposal of the *Guest* to assist in case of a concrete problem with his hotel room after 4 pm until 9 pm; the *Guest* should ask for this service at the reception.

## **11. Breakfast**

11.1 If the *Guest* is entitled to breakfast, so he must take breakfast in the breakfast hours set by *Hotelier* on the from the *Hotel* well-defined place for that purpose.

11.2 Outside the set by the *Hotelier* breakfast hours and / or at a different location, breakfast can be invoked only if the *Guest* announces that wish at latest at 8 pm on the day before at the front desk of the *Hotel*, the *Hotelier* confirms this and the *Guest* accepts the payment of extra costs. The *Hotelier* will endeavour preparing a breakfast in the form of a travel pack for *Guests* who also booked and paid for. Its composition is exclusively in the competence of the *Hotelier*. The *Guest* has no right to have certain foods or preparation methods considered.

11.3 The compilation of the breakfast is made by the *Hotelier*. The *Guest* cannot claim that certain foods or drinks are made available or are prepared in a special way. If this is the *Hotel* possible, special requests of the *Guest* should be executed against a surcharge.

11.4 If the *Guest* for health reasons or beliefs requires a special diet, the *Guest* can report it at the reception of the *Hotel*; the *Hotelier* will endeavour to offer this diet, however, the *Guest* has no legal claim thereto.

11.5 The *Hotelier* has the right to change breakfast times or to move breakfast to a different place in the short term, especially if events take place in the *Hotel*.

11.6 It is not permitted to remove food from the breakfast room; this also relates to tea bags and coffee pods or capsules. To avoid misunderstandings, it is stated that the preparation and transportation of lunch packs is not permitted. The *Hotelier* will however endeavour to prepare the *Guest* a corresponding lunch pack to be eventually reimbursed.

## **12. Pets**

12.1 The *Guest* is allowed to take pets in his hotel room. The *Guest* has to report his pet to the *Hotel* reception and pay a possible additional amount for this.

12.2 The *Guest* must ensure that no danger arises for other guests of the *Hotel* or the hotel staff due to his animal. He has to take on fears of third parties in consideration even when he looks at his animal as not dangerous. In particular, the *Guest* is obliged to keep animals on a leash, if necessary muzzled and always keep them under observation.

12.3 The *Guest* shall be liable for all damage caused by the animals brought by him.

12.4 The *Hotelier* or his employees have the right to take animals into custody or to ensure immobilization of the animals by doctors or police officers when the *Hotelier* considers that the animal represents an objective danger for other *Guests* or the staff and the *Guest* cannot bring the animal under his control or the *Guest* is not found in time.

## **13. Concierge Services**

13.1 The *Hotelier* bids so called concierge services in a scope specified by the *Hotelier*. The *Hotelier* has the right to change the scope, particularly to suspend certain concierge services. The concierge services include, inter alia, distribution of tickets to cultural events, the provision of transport services and booking restaurants.

13.2 As far as the *Hotel* concierge services are rendered free of charge, the *Hotelier* shall not be liable for any errors in the reservation or the order. The *Guest* has no legal claim to the arrangements desired by him.

13.3 The *Guest* acknowledges that some concierge services include brokerage of services that are provided by contractual or business partners of the *Hotelier* (e.g. Shuttle Service, Planet Zen). In no way shall the *Hotelier* owe an examination of market conditions for the *Guest*. No legal entitlement arises for the *Guest* in cases where other market players offer more favourable terms than those service providers mediated by the *Hotelier*.

#### **14. General rights and obligations of the Guest**

14.1 The *Hotelier* has domestic authority in all areas of the *Hotel*. This right may also be exercised by the *Hotelier's* employees towards the *Guest*.

14.2 The *Guest* has to behave considerately in public areas of the *Hotel* and to take care that he does not interfere or harass the other guests beyond the usual level. In particular, the *Guest* has to ensure that he seeks out public spaces of the *Hotel* properly dressed and adjusts his volume to his surroundings.

14.3 The *Guest* must adhere to **the night peace from 10:00 pm CET to 7:00 am CET**. If a *Guest* does not hold the night peace even after he was warned by the *Hotel* staff about the disturbance of tranquillity caused by him, the *Hotelier* is entitled to vacate the room or to let the room vacated and to expel the *Guest* of the *Hotel*; thereby the claims of the *Hotelier* against the *Contract Partner* and / or the *Guest* remain unaffected.

14.4 Exits the *Guest* the hotel room, this is also when checking out, he has to make himself sure that no taps are open in the bathroom and no naked flames burning in the room. Damage caused by non-compliance with these obligations, bears the *Contract Partner* and / or the *Guest*.

14.5 The *Hotelier* has the right to enter the room occupied by the *Guest*, in particular to clean the room, replace the towels and replace the used cosmetics.

14.6 The *Guest* has the possibility to keep his personal items that he wants to protect against loss in the safe located in a room or in the hotel safe, these safes are provided by the *Hotelier* in discretion; the *Guest* has no legal entitlement to the provision and / or functionality of the safes. The *Hotelier* is in no case liable for a loss, even if the deposit of such personal items in one of the safes. The provisions of §§ 2946 - 2949 of the Act No. 89/2012 Coll. do not apply.

14.7 The *Hotelier* may legitimate third parties to make use of his rights and obligations under these *Terms and Conditions*, the individual contracts and / or applicable laws; when this concerns the *Hotelier's*, employees they are entitled to do so in any case.

14.8 There is a free Internet connection (Wi-Fi) available in the *Hotel* for the *Guest*, the *Guest* has no legal entitlement for the Internet connection; the *Hotelier* may suspend or slow down the Internet connection. The *Guest* is required when using the Internet neither to call any content that violate legal regulations, nor carry out any activity on the Internet that are illegal because of the technology or the contents. The *Guest* acknowledges that the *Hotelier* may archive so called click-streams and possibly information on upload and download activities. He can possibly provide them to law enforcement bodies as long as he is invited to such participation by the law enforcement bodies. The *Hotelier* has the right to pre-filtering of sites and to block certain sites, especially regarding streaming services and file-sharing platforms.

#### **15. Use of the Spa Area**

15.1 The *Hotelier* may provide the *Guest* a spa and fitness area for free use. The *Hotelier* can define this in the scope and the design.

15.2 Uses the *Guest* the spa area and / or the fitness area, this is done on his responsibility. He is also responsible for the supervision of his children and persons under supervisory obligation. The *Hotel* is not liable for injuries and / or damages incurred by the *Guest* or persons checked-in with the *Guest*.

15.3 There is prohibited, besides of the general ban on smoking, also to bring in and to consume any food and alcoholic beverages in the whole spa area.

15.4 The sauna area is available regularly daily from 4 pm to 10 pm, no special hours for separate genders exclusively therein. The sauna area cannot be reserved or used exclusively.

15.5 The fitness area can be used regularly daily from 7:30 am to 10 pm.

#### **16. Data Protection Provisions**

16.1 The *Hotelier* processes personal data in accordance with the Czech Act No. 101/2000 Coll., On the Protection of Personal Data and on the Amendment of Some Laws, as amended by later regulations (hereinafter the "Data Protection Act"). The *Hotelier* is registered with the Office for the Protection of Personal Data (Úřad pro ochranu osobních údajů) under registration number 00062763/002.

16.2 The *Hotelier* processes personal data in accordance with the Czech Act No. 101/2000 Coll., On the Protection of Personal Data and on the Amendment of Some Laws, as amended by later regulations (hereinafter the "*Data Protection Act*").

16.3 By signing the contract in accordance with Article 1.2, 2.2, 2.3 of these *Terms and Conditions* and by checking-in in accordance with Article 2.5 of these *Terms and Conditions* explain the *Contract Partner* and the *Guests* (hereinafter only "*Protected Persons*") that, in accordance with § 11 of the *Data Protection Act*, they have been informed of the following facts and that they agree in accordance with § 5 of the *Data Protection Act* with the following facts:

a. The *Hotelier* is in the position of a manager of personal data in the registry mentioned or processed by the registry related personal data of *Protected Persons*, i.e. e.g. first name, surname, date of birth, e-mail address, nationality, credit card information, passport or identity card (hereinafter only "*Personal Data*"), in electronic form and / or paper form.

b. *Personal Data* will be processed by authorized employees of the *Hotelier* or by a processor of personal data, which the *Hotelier* has entered into an agreement with on the processing of personal data in accordance with § 6 of the *Data Protection Act*. The processor ensures the protection of the *Personal Data*.

c. *Personal Data* are processed exclusively for the purpose of providing the *Services* ordered by the *Contract partner* and / or the *Guest* and of the related enforcement of rights.

d. *Protected Persons* as subjects of the data have the right of access to their own personal data, which are processed by the *Hotelier*, and a right to their correction.

e. *Personal Data* will be kept for the period of approval of the *Protected Persons* to the processing of their information.

16.4 *Protected persons* have a right of access to their *Personal Data*. *Protected Persons* as subjects of the data can prompt the *Hotelier* for an explanation regarding the processing of personal data and subsequent amendments as referred to in § 21 of the *Data Protection Act*, and indeed if they notice or assume that their data are processed contrary to the protection of private and personal life or processed contrary to the law, especially if their *Personal Data* are inaccurate concerning the purpose of their processing.

16.5 *Protected Persons* may require in this context that the *Hotelier* corrects such a resulting condition. Should the *Hotelier* not match with such a request, the *Protected Persons* have the right to appeal directly to the Data Protection Authority (Úřad pro ochranu osobních údajů) headquartered in Prague.

16.6 *Protected persons* grant their data in this regard voluntarily.

15.7 *Protected persons* are entitled to withdraw their consent for the processing of *Personal Data* at any time.

## 17. Final Provisions

17.1 These *Terms and Conditions* are subject to the law of the Czech Republic.

17.2 Any individual agreements take precedence over the corresponding provisions of these *Terms and Conditions* in the extent to which they expressly contain deviations from these *Terms and Conditions*. All other provisions of these *Terms and Conditions* shall continue to apply.

17.3 The *Hotelier* has the right to change these *Terms and Conditions*. The revised *Terms and Conditions* acquires effectiveness to the date on which this (i) can be accessed on the *Hotel's* website, or (ii) enter the *Contract Partner* and / or the *Guest* otherwise noted, whichever event as the first entry. The new version is then valid also against *Guests* whose stay begins on or after the effective date of the new version.

17.4 The *Hotelier* is not liable for cases where the *Services* cannot be provided fully or not at all, as required by the *Contract Partner* or *Guest*, due to force majeure.