

## Introductory provisions

Guests are governed by the legal regulations of the Czech Republic based on Czech law and the accommodation rules of The Grand Mark Prague Hotel (hereinafter referred to as the "accommodation facility"). **The guest accepts the accommodation rules as a contractual condition of accommodation and is obliged to comply with its provisions.**

**Each guest is obliged to familiarize himself with these accommodation rules, his ignorance will not be taken into account. The accommodation rules are available at the reception of the accommodation facilities.**

The General Terms and Conditions of Business (hereinafter referred to as the "Terms and Conditions") of the accommodation facilities operated by Hybernská Properties s.r.o., Hybernská 24, 110 00 Prague 1, ID No.: 25769031, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 68534, regulate the mutual contractual relationship between Hybernská Properties s.r.o. and the natural person ordering the services (hereinafter referred to as the "Client").

## Article I. - Subject of the contractual relationship

These Terms and Conditions govern the rights and obligations of the parties in the temporary rental of hotel rooms for accommodation, recreational and other ancillary services of hotels as individual services according to individual customer requirements.

## Article II - Establishment of the contractual relationship

The contractual relationship between the client and the hotel is established upon confirmation of the booking by the accommodation establishment. The accommodation establishment undertakes to provide the client with a stay and to provide the agreed services in the agreed scope and quality (hereinafter referred to as "stay") and the client is obliged to pay the accommodation establishment the agreed price.

## Article III - Booking, price and payment

### 3.1 Booking a stay

- by phone: +420 226 226 132, +420 226 226 140
- by e-mail: reservations@grandmark.cz
- via the electronic form on the website: www.grandmark.cz or according to the respective hotel website

3.2 The guest is obliged to pay the agreed contractual prices for the accommodation and other services used by him/her on the basis of the set prices according to the price list or booking system.

The prices of the services provided are listed in the currently valid catalogue, price lists, offer sheets or at www.grandmark.cz or according to the respective website.

Services and prices listed in the catalogue are subject to change.

3.3 Payment for the services ordered by the client and confirmed by the hotel is made by the client in the form of advance payment and additional payment.

Payment of the ordered services is made by the client in advance on the basis of a proforma invoice sent to the client by the date indicated on the invoice as the due date.

We consider the services to be paid on the date the payment is credited to the bank account.

**The amount of advances and the timing of payments shall be determined, unless the parties agree otherwise, as follows:**

- for stays, the customer is obliged to pay in advance a deposit of 100% of the price or other amount specified on the document at the beginning of the contractual relationship, any additional payment is obliged to be paid by the customer at the end of the services
- for the issuance of a gift voucher, the condition is the payment of 100% of the price of the gift voucher within 5 days of its issuance or within another date specified on the issued document. Purchased gift vouchers are non-refundable. They are valid for a maximum of 1 year from the date of issue, unless otherwise

specified in advance. If the value of the gift voucher is not used, the accommodation facility will not pay the remaining amount of the gift voucher in cash.

### **Payment methods**

- payment by transfer or cash deposit in CZK to the account number: 217150253/0300 at ČSOB in the Czech Republic (IBAN: CZ62 0300 0000 0002 1715 0253, SWIFT: CEKOCZPP)
- payment in cash at the hotel reception
- payment by credit card (Visa, Maestro, Euro Card, Master Card, American Express)
- the client's stay can be fully or partially paid by the employer or another organisation. In this case, the client indicates this fact when placing the order and the stay is invoiced to the client on the basis of the order

3.4 If the client is in default of payment for the services provided, the accommodation facility has the right to charge the client interest on late payment in accordance with Government Regulation No. 351/2013.

## **Article IV - Basic rights and obligations of the customer**

### **4.1 Customer Rights:**

- (a) the right to the proper provision of the services contracted for and paid for
- b) the right to be informed of any changes in the contracted services
- c) the right to withdraw from the contract at any time before the start of the stay or the use of individual services according to Article VI
- (d) the right to complain about defects

### **4.2 Customer Obligations:**

- a) to provide the hotel with the cooperation necessary for the proper provision of the services, in particular to truthfully and completely provide the required information in the order, including the reporting of any changes to such information
- b) without undue delay communicate to the hotel its opinion on any changes in the conditions and content of the agreed services

- (c) take over from the hotel the documents necessary for the use of the services and arrive at the destination at the appointed time
- d) in the event of withdrawal from the contract, the customer is obliged to notify the hotel of such withdrawal and to pay the cancellation fee according to the above cancellation conditions

## Article V - Basic Obligations of the Accommodation Facility

- (a) provide the client with all information regarding the stay
- b) to provide the client with a stay on the basis of a confirmed order and in accordance with generally binding legal regulations
- c) in case of cancellation of the concluded contract by the client in accordance with these terms and conditions or the law, to pay the difference in price between the already paid stay and the relevant cancellation fees within 14 days after the written receipt of the cancellation

## Article VI - Withdrawal from the contract and cancellation conditions

The client has the right to cancel the stay at any time, i.e. to withdraw from the contract. The contractual relationship is cancelled and the participation is cancelled on the date on which the accommodation facility is notified in writing or verbally of the cancellation (cancellation of the stay). In this case, the hotel has the right to charge a cancellation fee/cancellation fee (contractual penalty). The cancellation fee is payable immediately. After deduction of the cancellation fee from the total price of the stay, the customer will receive back the rest of the amount paid. Should the amount of the cancellation fee(s) be higher than the deposit paid, the client is obliged to pay an amount equal to the cancellation fee(s).

Cancellation fees for flexible bookings:

- 100 % of the price if cancelled less than 48 hours before arrival, including.

Cancellation fees for "non refundable" reservations:

- 100% of the price if it is cancelled, changed or modified at any time after payment of the booking amount

If the guest arbitrarily cancels part of the stay or does not use any of the services already paid for, he/she is not entitled to a refund. In the event of cancellation of services already booked, the hotel reserves the right to apply cancellation policy by debiting the guest's hotel account under the following conditions: 100% of the price of the unused services (e.g. massage services, relaxation treatments) if the cancellation occurs less than 24 hours before their use.

## Article VII - Processing of personal data

See separate document "GDPR".

## Article VIII - Out-of-court settlement of consumer disputes

Pursuant to the provisions of Section 1820 (1) (s) of the Civil Code and Section 14 (1) and Section 20d et seq. of Act No. 634/1992, on Consumer Protection, the Seller informs that the consumer may apply for out-of-court settlement of a consumer dispute to the consumer dispute resolution body, which is the Czech Trade Inspection Authority, on the website [www.coi.cz](http://www.coi.cz). The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in the manner and under the conditions set out in the relevant legislation. For the avoidance of doubt, nothing in these terms and conditions excludes the possibility for consumers to bring their claims before a civil court. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No: 000 20 869, internet address: [www.coi.cz](http://www.coi.cz), is competent for the out-of-court settlement of consumer disputes arising from a purchase contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase contract.

## Article IX - Final Provisions

The General Terms and Conditions come into force on 1 January 2023 and cancel all previous valid terms and conditions.

Contractual relationships established before the entry into force of these Terms and Conditions remain in force and are governed by the terms and conditions in force at the time of their establishment.