

General terms and conditions of the hotel accommodation Bouda Helena (hereinafter referred to as the General Terms)

1. Accommodation conditions

1.1. The signing of the Accommodation Agreement between the accommodated (hereinafter referred to as "guest") and the accommodation provider (hereinafter referred to as "the Hotel") is concluded with a contract for accommodation pursuant to Sections 2326 to 2331 of Act. No. 89/2012 Coll., the Civil Code, as amended, under the conditions stated in the Accommodation Agreement and these General Conditions.

1.2. General conditions apply to hotel guests who have booked a binding stay in a hotel or have a hotel accommodation agreement.

1.3. The host is the individual or legal entity who made a binding reservation at the hotel and the hotel operator (hotel), which is Bouda Helena sro, registered office: Hlubočepská 1156 / 38b, Hlubočepy - 152 00 Praha 5, ID: 04847261, CZ04847261. The place of stay is Hotel Bouda Helena, Černý Důl 183, Pec pod Sněžkou. The room type is booked by the guest.

1.4. The precondition for the conclusion of an accommodation contract is a binding reservation by a guest as specified in Article 2 of these General Conditions.

1.5. Accommodation is provided on a fee basis in accordance with the current price list published on the hotel's website: <http://hotel-bouda-helena.cz> and at the hotel reception.

1.6. For guests' accommodation, guests are required to present their ID or other valid identity card, passport or other travel document. In the case of failure to submit an identity document, the hotel has the right not to host the guest, in which case the reservation is canceled and the guest has the obligation to pay a cancellation fee in accordance with Article 7 of these General Conditions. Based on the binding reservation, the guest is entitled to stay on the day of arrival from 3 pm to 8 pm. Until this time, guest accommodation in the hotel is booked unless otherwise agreed by the parties to the reservation. A guest who stays in the room before 10 am is obliged to pay the full price for the previous night, unless the parties have agreed otherwise. The guest is obliged to end the stay at the hotel and to vacate the accommodation no later than 11am on the day stated in the accommodation agreement as the end of the stay. If a guest does not leave the room until this time, the hotel is entitled to charge the guest for the next day unless the parties agree otherwise. This is without prejudice to the termination of the contractual relationship between the hotel and the guest on the date indicated in the accommodation agreement as the end of the stay. Furthermore, if the client does not vacate a room (accommodation spaces) by 11am on the last day of the accommodation, the hotel is entitled to evacuate the client's movable property, secured on the hotel premises and to prevent the guest from accessing the room and, in case of unpaid payment for stay or other claims for the hotel reserves the right to use the detained right to movable property by the guest to the accommodation. The accommodation is considered relaxed as soon as the guest removes all of his belongings from the room, hand over the card at the reception desk and notify the staff member of the hotel of the cancellation of the accommodation. The hotel is not responsible for the movable property brought by the guest to the hotel's premises after termination of the contractual relationship between the guest and the hotel.

1.7. If a guest asks for an extension of the accommodation, the hotel may offer him another room in a different price than the original one. If this is not possible for capacities, the guest is not entitled to a longer term accommodation.

1.8. The hotel reserves the right in exceptional cases to offer a guest accommodation other than originally agreed if it is not significantly different from the confirmed order.

1.9. The hotel is not obliged to accommodate a guest who is obviously under the influence of alcohol or psychotropic substances, or the guest's clothing is excessively polluted or excessively contaminated with the luggage of the guest.

2. Accommodation reservation

2.1. Accommodation order can be made personally, by e-mail or through the hotel reservation system made on the hotel's website: <http://hotelbouda-helena.cz>.

2.2. The hotel is obliged to confirm to the guest at the latest 3 days from the date of receipt of the order in writing or by e-mail from the e-mail address of the hotel info@hotel-bouda-helena.cz, whereby the non-binding reservation is made and the parties do not agree otherwise, to make an advance invoice in the amount of 60% of the total price of accommodation according to the current price list within 7 days of the written confirmation of the guest's order (e-mail).

2.3. Payment of the deposit by the guest within a period of 7 days (or shorter time on the previous arrival) from the invoice to the hotel bank account kept at Česká spořitelna, account number: CZK: 6796732/0800, account number EUR: 6849902/0800, IBAN: CZ85 0800 0000 0000 0684 9902, BIC: GIBACZPX or in cash at the reception of the hotel the guest has the right to accommodation and at this moment the reservation becomes binding for both parties.

2.4. By paying the advance invoice, the guest also confirms that he has become acquainted with these general conditions, which are sent to him together with the confirmation of the order or at the latest with the delivery of the advance invoice to cover the accommodation.

2.5. In the case of advance payment (which is considered to be in agreement with the draft of the contract for accommodation), the written contract for accommodation is closed only on the day of the arrival of the accommodation, unless the parties agree otherwise.

2.6. In other cases, the guest is obliged to conclude an accommodation agreement prior to the arrival of the accommodation, within 7 days of the date of dispatch of the accommodation agreement (or shorter time for earlier accommodation), and the guest is entitled to use the means of communication for distance (e-mail, fax) etc.

2.7. If the guest does not pay an advance invoice or does not enter into an accommodation agreement within 7 days from the date of dispatch of these documents, the reservation is canceled and the guest is not entitled to accommodation, unless otherwise agreed by the parties.

3. Payment for accommodation provided

3.1. The cost of accommodation (after deduction of the already paid deposit, if it has been paid) is payable at the latest at the end of the stay, unless agreed otherwise.

3.2. Payment can be made in cash at the hotel or at the guest's request by bank transfer on the basis of issued invoice, payable in advance min. 2 days prior to arrival, with a credit card at the end of the stay.

3.3. In the event of a guest's default with the cost of accommodation or other services and payments (damages, contractual penalties), the hotel is entitled to a contractual penalty of 0.5% for each calendar day of the guest's default with the payment of the amount due.

4. Guest rights and obligations

4.1. The guest has the right to use the premises for accommodation, including all the equipment. Upon boarding, he will receive a guest card, which serves to separate the main entrance doors of the hotel,

the entrance door to the accommodation and the ski room. The guest is required to prevent the loss of cards, to secure it against theft. In case of loss or other misuse of the card, the hotel's contractual penalty is to be paid in the amount of 100, - CZK.

4.2. The guest is obliged to:

- pay the accommodation price in accordance with the accommodation agreement and the hotel's valid price list;
- properly use the rooms for accommodation, observe the regulations and cleanliness in all areas for accommodation, protect the equipment and the facilities in the accommodation facilities;
- immediately notify the hotel of the damage or damage caused by the guest in the rooms,
- block the front door when leaving,
- act in such a way as to prevent other guests from disturbing excessive noise, observe nighttime quiet from 22.00 to 7.00

4.3. The guest is not allowed to:

- make changes to the accommodation (move furniture, move equipment, etc.)
- take away any equipment and equipment from the premises for accommodation
- use in the accommodation spaces own appliances except for small appliances (hair dryer, , telephone, etc.)
- carry weapons, ammunition and explosives in accommodation spaces
- to contain narcotic or psychotropic substances or poisons in the premises if it is not a medicinal product the use of which was prescribed by a doctor. In the event of a breach of this obligation, the hotel is entitled to inform the Police of the Czech Republic and immediately cancel the accommodation of the guest, without compensation
- accommodation of animals, unless otherwise agreed by the contracting parties
- smoking outside the reserved areas of the hotel where the hotel is non-smoking and strictly smoking . In case of breach of this prohibition, the hotel is entitled to charge a guest a penalty of CZK 1,000 for each individual breach of this prohibition. This is without prejudice to the hotel's right to compensation for the damage caused.

4.4. The host providing the hotel with its personal data from its documents agrees to the processing and storage of its personal data at Bouda Helena s.r.o., in the sense of Act. No. 101/2000 Coll., as amended.

4.5. The guest is not allowed to bring to the rooms the things that the hotel has allocated to other places, such as sporting goods, strollers, bicycles, skis, carts, etc. Damage to the hotel's property caused despite this prohibition will charge the guest in full. For violation of this prohibition, the hotel is entitled to charge the client a contractual fine of CZK 500 for each individual breach of this prohibition.

4.6. The guest is only required to keep valuables in his room in the room safe. The hotel is not responsible for jewelry, money and other valuables that will not be stored in the room or hotel vault.

4.7. The guest is entitled to consume drinks and snacks from the minibar located in the room, taking note that the consumption of these drinks and snacks is not included in the price of the accommodation and therefore the guest is obliged to pay for the consumption of the mini-bar upon his departure.

4.8. Room service - room service can be provided at the hotel for accommodated guests according to the rules and prices listed on the room service list, which will be available in the rooms if the service is provided. Room service, provided the hotel has this service at the time of the guest's stay, can be used by guests who have an open account at the hotel. Consumption that is charged to the guest's hotel account must be signed by the guest.

4.9. The aforementioned contractual penalties are payable no later than 10 days from the date of delivery of the invitation addressed to the guest and the hotel is entitled to request the client no later than one month from the date on which the booking / accommodation contract was stated as the day of commencement of the stay. Upon expiry of this period, the hotel's entitlement to the payment of the contractual penalty is extinguished.

5. Hotel rights and duties

5.1. The hotel is obliged to:

- hand over the guest rooms for accommodation in a condition suitable for proper use and ensure the undisturbed exercise of his / her rights related to the accommodation
- to take care of removing reported defects without undue delays
- to observe the perfect technical and hygienic condition in the premises for accommodation
- receive guests' complaints and suggestions to improve the hotel's activities
- ensure medical assistance and possible transportation to the hospital for a sick or injured guest (in the hotel reception there is a first-aid kit with basic equipment)
- provide a guest with accommodation services
- not to provide any information about the accommodated guests persons (except for police officers after their legitimation and demonstration of the merit of requesting such data) and not to allow a third party guest to visit without his / her consent

6. Additional arrangements

6.1. Guest parking is available in the summer season and the accessibility of the hotel is available in the parking lot in front of the hotel. These parking spaces are open and therefore the hotel is not responsible for any damage or theft of the vehicle. In the winter months or in case of inaccessibility of the access ways to the hotel, parking is provided in Pec pod Sněžkou for a fee.

6.2. The hotel carries out daily cleaning of the accommodation area daily, provided that if the guest does not vacate a room for cleaning purposes no later than 4 pm, the guest will not be entitled to room cleaning on that day.

6.3. If the scope or quality of the services provided is lower than previously agreed or the hotel fails to comply with the obligations under the accommodation agreement properly and in time, the right to claim the claim shall arise. The hotel is required to request a written confirmation of when the host claims a claim, what is the content of the claim, and how the claim is processed by the guest. The hotel decides on ads immediately, in complex cases up to 5 business days. Claims, including the removal of a defect, must be resolved without undue delay, no later than 30 days after the date of claim submission. The hotel is obliged to inform the guest about the date and the manner of handling the claim. The host is required to file a claim immediately, within 7 days of the end of the stay. In the event that the hotel does not provide the guest accommodation no later than 3 pm, on the day marked as the guest's day of commencement, the guest is entitled to a contractual penalty of CZK 500 for each calendar day of the hotel's stay with the guest's accommodation. This does not apply if the hotel has

denounced the accommodation contract at least 24 hours prior to the arrival of the guest. The contractual penalty is payable on the guest's written request within 10 working days of the date of delivery of the hotel's guest call, which the guest is entitled to make no later than one month from the date mentioned in the booking / accommodation agreement as the day of arrival. Upon expiry of this period, the right to a refund of a contractual fine will expire.

6.4. Breakfast is included in the hotel price in the hotel's restaurant within the time limits specified by the hotel's operating rules and air conditions. The accommodation price does not include fees (KRNAP entrance fee and hotel shuttle fee). Transportation to the hotel is possible by own means of transport during the summer season or during the transit of access roads, in winter or in the absence of access to the hotel is secured through third parties, for a fee. For specific conditions of transport in these situations, the hotel guest is informed in advance of the accommodation. If the guest does not use the services that are included in the price of the stay, he / she is not entitled to the use of substitute services or financial compensation.

7. Termination of the Accommodation Agreement

7.1. The accommodation agreement may be terminated - by agreement between the parties - by the contracting parties' notice before the expiry of the specified time or by the resignation under the conditions set out below.

7.2. The guest is entitled to terminate the accommodation agreement before the expiry of the agreed time without giving any reason. In the case of cancellation / cancellation of the guest from the accommodation agreement, the guest is obliged to pay the hotel a so-called cancellation fee, which covers the amount of damage caused by the hotel upon cancellation of the ordered accommodation irrespective of whether the damage actually occurred. This Contracting Party modifies the application of the provisions of Section 2330 (2) of the Civil Code in such a way that the hotel is not obliged to prove the damage and the fact that the damage could not be avoided. The cancellation fee is set out in Article 8 of these General Conditions.

7.3. The hotel is entitled to terminate the non-noticeable accommodation contract if the host violates his obligations under the contract, the obligations arising from these general conditions or good manners. Furthermore, the hotel is entitled to terminate the accommodation agreement in case it cannot accommodate the guest for important operational reasons. In this case, the hotel is obliged to offer accommodation in another term, in case of non-acceptance of the guest with a substitute term of accommodation or the absence of the guest to accommodate another term, the guest has the right to return all payments already paid, within 7 working days of termination of the accommodation contract on the part of the hotel, unless the parties agree on another date of accommodation within this period. All hotel payments will be returned to the bank account of the guest from which the payment was sent unless the guest specifies otherwise. In case of cash payment, the payment will be returned by postal order to the address of the guest mentioned in the reservation / accommodation contract, unless the guest specifies otherwise.

7.4. In case of premature termination or interruption of the stay, the hotel has no obligation to return to the client the paid price of the stay or the proportion thereof.

8. Terms of cancellation of guest reservation

8.1. The cancellation fee in full covers the damages caused by the hotel by canceling the ordered accommodation by the guest. Cancellation fee is calculated from the total amount of the order and is charged in case of cancellation of the reservation / accommodation contract with the guest.

8.2. The hotel undertakes not to charge cancellation fees in the event of cancellation of the reservation / accommodation agreement with the guest 60 or more days before the planned start date of the accommodation.

8.3. Upon cancellation of the reservation / accommodation agreement with the guest 59-30 days before the planned start date of the accommodation, the hotel is entitled to charge the guest a cancellation fee of 60% of the total price of the accommodation agreed by the contracting parties or based on the current price list.

8.4. Upon cancellation of the reservation / accommodation contract by the guest 29 - 14 days before the planned start date, the hotel is entitled to charge the guest a cancellation fee of 75% of the total price of the accommodation agreed by the parties or based on the current price list.

8.5. Upon cancellation of the reservation / accommodation contract by the guest 13 - 1 day before the scheduled start date of the accommodation, the hotel is entitled to charge the guest a cancellation fee of 100% of the total price of the accommodation agreed by the parties or based on the current price list.

8.6. The hotel is entitled to unilaterally count the already paid advance on the above mentioned cancellation fees. In the event of cancellation of a guest for which a prepayment has already been made, and a cancellation fee is lower (or not charged) than the deposit paid, the hotel is obliged to refund the guest an amount exceeding this cancellation fee.

8.7. If the guest did not pay any advance payment or cancellation fee on the date of cancellation, the guest is obliged to pay the cancellation fee or the difference between the prepayment and the cancellation fee to the hotel to his bank account kept at Česká spořitelna , as, account number: CZK: 6796732/0800, account number EUR: 6849902/0800, IBAN: CZ85 0800 0000 0000 0684 9902, BIC: GIBACZPX no later than 10 days from the date of invoice receipt by the hotel, fees.

8.8. In the case of cancellation / termination of the stay of the guest for serious reasons (hospitalization, death in the family, natural disaster, etc.) proved by the guest, it is possible by mutual agreement to allow the client another term of drawing the stay.

8.9. In the case of a reduction in the number of persons using the hotel services according to the concluded accommodation / reservation agreement, the full amount will be charged to the guest according to the current price list and according to the concluded accommodation / reservation agreement.

9. Compensation for damages

9.1. In the event of damage caused by the fault of a guest or a breach of his obligations under these general conditions, the hotel is entitled to a refund of the damage incurred by the guest within 10 days of the date of the call made by the hotel to the guest. In the event of a guest's delay with the payment of damages, the hotel is entitled to charge the guest a contractual penalty of 0.5% per day from the amount due.

9.2. In the event that a guest causes the hotel damage that cannot be used for accommodation due to the guest of the damage, the guest is obliged to pay the hotel a loss of lost profits for a period during which the spaces to be accommodated due to the damage cannot be used . The amount of lost profits is considered the price of the accommodation (rooms) according to the price list valid at the date of the damage, which will be multiplied by the number of days after which the accommodation could not be used for the above reason. This is the responsibility of the guest even if the guest or his / her children stay with the guest.

9.3. The hotel invites guests to the value of the room inventory. For damage to equipment, the hotel inventory is responsible for the guest in accordance with the applicable laws. In the event of damage or destruction of the hotel property, the hotel has the right to damages. The inventory value is set in the written record at the reception. It is in the client's interest to be informed about its contents in the event of deterioration or damage to the equipment in the room. It is in the client's interest to get acquainted with the hotel's room at the onset of the stay and, in case of missing part of the inventory, inform the management of the hotel without delay. Failing to do so, the risk is that any damage to the missing inventory will be charged to the guest. The inventory is located in the guest room and at the reception.

9.4. The hotel is not responsible for any damage caused outside the hotel premises.

10. Out-of-court settlement of consumer disputes.

10.1. The guest, if the consumer, has the right to out-of-court settlement of consumer disputes. 10.2. The subject of out-of-court settlement of consumer disputes is the Czech Trade Inspection with the seat of the Czech Trade Inspection Authority, Central Inspectorate - ADR Unit, Štěpánská 15, 120 00 Praha 2, email: adr@coi.cz, web: <https://www.adr.coi.cz>. 10.3. If the consumer's interest in the consumer's out-of-court dispute resolution is concerned, the customer can use the contact form on the website of the Czech Trade Inspection: <https://adr.coi.cz/cz>

11. Final Provisions

11.1. The hotel is entitled to unilaterally modify or supplement these general conditions. In the event of a change or addition of these conditions, the hotel is obliged to publish the new adaptation on its website, until the publication of the new wording of the general terms and conditions applies to the current published modification of these conditions.

11.2. These General Terms and Conditions will enter into force on the first 2016.

11.3. Any invalidation of the individual provisions of the General Terms and Conditions does not affect their overall validity and the validity of the concluded accommodation agreement between the hotel and the guest. In the event of a conflict between the provisions of the contract and the general terms and conditions, the provisions of the contract shall apply.

11.4. For the delivery of any documents, the addresses given in the accommodation contract are valid, and the submission made by means of distance communication (by e-mail, fax, data message) is considered to be a written request, in case of an electronic submission, the message was delivered to the addressee on the third business day after the sender sends it to the addressee (not applicable to data messages). In the case of delivery of documents by mail, the consignment is deemed to have been delivered not later than the 15th day from the date of its dispatch, even if it is not picked up by the addressee (refuses to accept it) unless the addressee acknowledges the delivery of the shipment earlier.

In Černý Důl on 1st December, 2018

Signature: