

Hotel International Brno, a.s.
Husova 200/16
602 00 Brno

GENERAL TERMS OF BUSINESS

Preamble

The purpose of these General Terms of Business of Hotel International Brno, a.s. is to regulate the ordering and acceptance of the offer of namely accommodation, convention, sports and related services and to regulate the terms of their provision at Hotel International Brno (hereinafter referred to as "GToB").

For the purposes of these GToB, the following terms shall have the meaning assigned to them:

- The company Hotel International Brno a.s. shall also be referred to as the "Company" or "Provider"
- "Client" or "Customer" means both an individual client (guest) and any person providing services for third parties
- accommodation, convention, catering, sports and related services shall also be referred to as "services"
- a written agreement containing the essential elements laid down by law shall be considered a contract, whereby fax or electronic communication is also considered to be in writing
- Act No. 89/2012 Coll., Civil Code, as amended, shall also be referred to as the 'Civil Code'.

These GToB form an integral part of all pre-contractual arrangements and concluded contracts relating to the provision of the Company's accommodation, convention, sports and related services, including standardised contracts made by the Company (such as a contract for the provision of services).

In the event of a conflict between the stipulations of the Company's contracts, including standardised contracts, and the provisions of these GToB, the provisions of such contracts shall prevail over the provisions of the GToB.

The GToB shall become part of the pre-contractual arrangements at the time of commencement of negotiations between the Company and the Customer, and part of the contracts at the time of their conclusion.

If, in the course of pre-contractual negotiations, the Company's offer to conclude a contract is accepted by the Customer with any amendment or deviation, including an amendment or deviation that does not materially change the content of the offer to conclude a contract, the Company rules out the acceptance of such an offer with the amendment or deviation and the conclusion of such a contract pursuant to the provisions of Section 1740(3) of the Civil Code. No other Terms of Business or similar documents not expressly referred to in the contract shall form part of the conclusion of the contract, nor shall they apply to the contractual relationship between the Company and the Client.

Article I

Pre-contractual arrangements and conclusion of the contract

1. Pre-contractual arrangements include the ordering of the services, negotiation of their terms and confirmation of the final order by the Company.
2. Orders of the services must be made in writing and must state clearly who is making them and what their subject matter is (type of services, dates, prices, etc.). Orders can be made by telephone, email, via the Company's website, via an on-line booking system, or in person at the reception desk of Hotel International Brno.

3. The negotiation of terms is a communication between the customer and the company and therefore is not considered a proposal with an amendment or deviation according to § 1731 et seq of the Civil Code.

4. By confirming the order (e.g. by signing the order, email confirmation, automatic confirmation generated by the relevant online booking system), the company expresses its consent to the provision of the ordered services within the agreed scope and the contract is deemed concluded at that moment. Individual terms may apply.

5. If additional services are additionally ordered by the customer or their designated person/proxy, the company and the customer are obliged to proceed in accordance with this article. The Company undertakes to use its best endeavours to provide the additional services requested, but does not guarantee their actual provision.

6. Upon conclusion of the contract, the Company shall be obliged to provide the Customer with the services specified in the contract and the Customer shall be obliged to accept such services and pay the agreed price to the Company.

Article II Vouchers

1. The Company's services can be paid for by means of vouchers issued by the Company, which can be purchased on the Company's website www.hotelinternational.cz. A voucher is a document issued by the company in electronic or paper form, which entitles its holder to use the services listed on the voucher (stay vouchers) or to pay for services by means of a voucher of a certain nominal value (value vouchers).

2. The purchase contract with the customer is concluded at the moment of payment of the full price of the voucher through the payment gate on the company's website. The customer receives the voucher to the specified email address in PDF format (if electronic delivery is selected) or by post to the specified postal address. At the same time, they will receive a confirmation of payment.

3. The customer books the use of the services (date) by email at booking@hotelinternational.cz. The booking must state the unique voucher number code, which is an integral part of each voucher.

4. As a rule, the voucher can be redeemed 12 months from the date of purchase; the exact expiry date is indicated on the voucher. After the specified date, the voucher expires without refund.

5. The voucher can only be redeemed once; the unused balance of the voucher expires and cannot be transferred to another stay or to other services. The voucher cannot be used to purchase gift certificates or other vouchers. The voucher cannot be converted to cash. The voucher is transferable.

6. The voucher cannot be used to pay for local fees on the stay or to pay for other services/products/fees that are not explicitly listed on the voucher as part of the service package (e.g. charges for a pet in the room, transfer to the hotel, etc.). These fees and services shall be paid separately by the customer upon arrival.

7. If the customer is a consumer, they have the right to withdraw from the remotely made purchase contract within 14 calendar days of receipt of the voucher, without a need to give any reason. The sending of the withdrawal before the expiry of the deadline is sufficient to meet the deadline. The contract cannot be withdrawn if the voucher has already been redeemed (the customer has used the services on the basis of the voucher). By agreeing to the general Terms of Business before purchasing the voucher, the customer agrees to the provision of services on the basis of the purchased voucher even before the expiry of the withdrawal period.

Article III Payment terms

1. The customer shall pay the prices for the services according to the terms agreed in the contract.
2. If the Company requires an advance payment for the services ordered, the Customer shall have to pay the advance payment to the Company in the amount and by the due date specified in the contract; payment of the advance shall be understood as the crediting of the relevant amount to the Company's bank account, unless otherwise agreed. If the advance payment is not duly paid by the Customer, the Company reserves the right to cancel the confirmed order, whereby such cancellation shall be deemed to be a cancellation by the Customer and the Company shall be entitled to demand payment of the contractual penalty from the Customer pursuant to Article IV Of these GToB. The advance invoice will be issued no later than 5 working days after signing the contract. In the event of a significant increase in the volume of services ordered, the company reserves the right to issue an additional advance invoice.
3. The Customer undertakes to pay the invoice for the services provided within the due date specified therein; unless otherwise agreed, the due date is 14 days from its issue. Any irregularities in the invoice must be complained about by the customer in writing within 5 days of receipt, but no later than the due date of the invoice. In the event that the Company accepts the complaint against the invoice as justified, the due date of the invoice in question shall be postponed and the amount stated in the complained invoice shall be due on the due date stated in the amended invoice. In the case of a complained invoice for which the company finds the complaint to be unjustified, the amount in question shall be due on the due date indicated on the complained invoice.
4. Payment shall be deemed to have been made at the time when it is credited to the Company's bank account indicated on the invoice, unless otherwise agreed.
5. In the event of the Client's default in payment for services provided, the Company shall be entitled to demand from the Client, in addition to payment of the amount due, interest on the overdue amount at the rate of 0.5% of the amount due for each day of default commencing on the first day following the due date of the invoice until the payment is made.
6. The Company reserves the right to use any payment made by the Customer to settle its past overdue claim(s) against the Customer.
7. All payments shall be made in the currency specified in the Contract. Prices in EUR will be calculated at the current exchange rate set by the Czech National Bank applicable on the date of provision of the service.
8. In the case of payment to an account held in EUR, the payment will be made as a SEPA payment. SHA fees – the payer and the payee shall each pay their own bank's charges. Otherwise, the company reserves the right to charge the difference incurred by the Company by transferring to a different account than that indicated on the invoice for the services provided.

Article IV.

General cancellation terms

1. Cancellation shall always be understood as cancellation, postponement or modification of a confirmed order.
2. Cancellation must be made in writing by the customer to the person with whom the terms of the contract were negotiated, or to the commercial manager of the establishment. If the Customer cancels the services ordered and confirmed, they are obliged to pay the Company a contractual penalty according to the price terms of the relevant booking or order; the contractual penalty will be calculated from the price for the cancelled services incl. VAT (hereinafter referred to as the "Cancellation Amount"), specifically:
 - in the event of notification of cancellation 36 days or more before the agreed first day of the provision of services, no contractual penalty shall be charged,
 - in the event of notification of cancellation between 29 and 35 days inclusive before the agreed first day of the provision of services, the contractual penalty shall be 20% of the Cancellation Amount,

- in the event of notification of cancellation between 16 and 28 days inclusive before the agreed first day of the provision of services, the contractual penalty shall be 40% of the Cancellation Amount,
- in the event of notification of cancellation between 7 and 15 days inclusive before the agreed first day of the provision of services, the contractual penalty shall be 70% of the Cancellation Amount,
- in the event of notification of cancellation within a period of 1 to 6 days inclusive before the agreed first day of the provision of services, on the day of the provision of services, or if the client fails to show up without due cancellation, the contractual penalty shall be 100% of the Cancellation Amount.

3. The contractual penalty shall be charged to the customer by means of an invoice payable within 14 days. If the contractual penalty is not duly paid, the Client shall be obliged to pay the Company, in addition to the amount corresponding to the contractual penalty, default interest of 0.5% of the amount due for each day of delay, starting from the first day following the due date of the cancellation fee until the payment is effectively made.

Article V

Cancellation terms for flexible and guaranteed bookings

Flexible bookings

1. In the case of flexible bookings, a guarantee by credit card is required. The credit card details are to be filled in by the person making the booking. The credit card provided as a guarantee for the booking of accommodation services may be pre-authorized for an amount up to the total price of the booking in order to verify the validity of the card and to ensure sufficient funds are available to cover the cost of the booking. The pre-authorization is not a final payment and will be released at a time determined by the issuing bank. In the event that it is not possible to pre-authorise the payment card, the prospective customer will be asked to complete the correct payment details. If the booking holder fails to complete the correct payment details within 2 hours of the request, the entire booking will be cancelled.

2. Cancellation must be made at least 48 hours before the expected time of arrival (expected time of arrival means 2:00pm local time (Brno) on the day of arrival). In the event of late cancellation or in case of no-show (guest does not cancel the booking and does not arrive at the hotel by midnight and does not inform the provider of the late arrival), the provider is entitled to charge the amount of the accommodation price including the applicable VAT rate for the first night as a penalty for cancellation.

Guaranteed bookings

1. In the case of a guaranteed booking, a deposit of 100% of the booking amount is always required.

2. In case of cancellation, modification or in case of no-show (guest does not cancel the booking and does not arrive at the hotel by midnight and does not inform the provider of the late arrival), the total amount of the deposit will be charged by the provider as a cancellation penalty and no part of the payment will be refunded. The booking is final. By confirming the booking with non-refundable terms, the client acknowledges that there is no legal right to a refund, even in the event of a change of plans or force majeure.

Article VI

Complaints about services

If a Client wishes to lodge a complaint about the services provided by the Company, they must do so in writing with the person with whom the terms of the contract were negotiated, or with the manager of the Company. The complaint must be made immediately after the discovery of the deficiencies in the services, but no later than the day following the last day on which the services in question were provided to the Customer. No account will be taken of claims made later.

Article VII

Withdrawal from the contract

1. Either party shall be entitled to withdraw from the Contract under the terms and for the reasons provided for by law or by the Contract.
2. The Provider shall be entitled to withdraw from the Contract with immediate effect (in whole or in part) if the Customer breaches the Contract in a substantial manner or breaches any obligation under the Contract repeatedly.
3. The parties agree that if the subject matter of the agreement is a contract requiring continuous/repetitive activities (pursuant to Article 2004 par. 3 of the Civil Code), the parties may only withdraw from it with future effect.

Article VIII Unreliable payer

The Provider declares that as of 1 July 2024 it is not an unreliable payer within the meaning of Act No. 235/2004 Coll., on value added tax, as amended. Should the Provider become an unreliable taxpayer within the meaning of the aforementioned Act at any time during the term of the Contract, it shall immediately notify the Customer thereof.

Article IX. Jurisdiction

1. All disputes arising in connection with the provision of services by the Company, including related services of the Company, shall be governed by Czech law and shall be settled by a common court with jurisdiction over the Company, regardless of the registered office/residence of the Customer. The priority is to resolve disputes amicably.

2. Pursuant to the provisions of Section 14 of Act No. 634/1992 Coll., on consumer protection, the Provider hereby informs the Consumer of the possibility to file a motion for out-of-court dispute resolution with the following dispute resolution entity:

Česká obchodní inspekce
Ústřední inspektorát – oddělení ADR
Štěpánská 15
120 00 Praha 2
Email: adr@coi.cz
Website: adr.coi.cz

Article X Personal data protection

Personal data obtained in connection with the activities of the provider is processed and stored in accordance with applicable European and Czech legislation. More detailed information on the processing of personal data can be found in the **Information on the processing of personal data** available on the Company's website www.hotelinternational.cz

Article XI Consent to mailing of commercial offers

The Customer agrees to be mailed commercial offers by the Company carried out in accordance with Act No. 480/2004 Coll., on services of information society, as amended.

Article XII Force Majeure

If the Company or the Client are unable to comply with the agreed terms due to Force Majeure, the Company or the Client shall have the right to withdraw from the contract without further delay, unless the parties agree otherwise. Force Majeure means namely war, mobilisation, riots, confiscation, strike, lockout, damage to the hotel and its facilities as a result of natural disasters or riots, export and import restrictions, explosions, epidemics, or

material shortages caused by the aforementioned reasons; in the event of Force Majeure, the Client or the Company shall not be entitled to claim any penalties or equivalent claims against the Company or the Client. This provision shall also apply in the event of damage to the hotel due to an accident (water distribution system, electricity, etc.); in such a case, the Company undertakes to offer the Client an alternative accommodation solely in a property of the same or higher category.

Article XIII Additional stipulations

1. The parties acknowledge that the liability of the Company, the Client and the Client's clients is governed by the provisions of Sections 2894 et seq of the Civil Code. Damages shall be compensated in money unless the parties agree otherwise. In the event that the damage is caused by the Client's clients and the clients fail to pay the claimed damage, the Client undertakes to pay the damage.

2. The Company is entitled to collect from the guests at the hotel reception upon arrival a refundable deposit of CZK 1,000.- per night per room (for up to seven nights) to cover any damages caused by the guests, including damages caused by non-payment of arbitrarily used services (minibars, telephones, etc.). For accommodation with pets, the refundable deposit is CZK 1,500.- per room per stay to cover any increased costs of repairing damage or pollution caused by the animal to the hotel property. If the stay exceeds seven nights, further authorization will have to be given.

The Company undertakes to return the refundable deposit, or part thereof, to the guests upon departure of the guests and after settlement of any claims under this paragraph.

3. In the event that the Client fails to pay for all services actually used or services provided in excess of the original order, the Company shall be entitled to charge the payment for such services to the credit card provided at the time of payment.

If the Company finds the actions of the Customer or their clients to be a gross violation of the Accommodation Regulations of the hotel, the Company shall have the right, after discussing the matter with the Customer, to terminate the stay of the Customer or their clients without refund, or to charge the Customer a contractual penalty up to the amount of the entire refundable deposit, if paid, or a flat rate of CZK 3,000.- per room.

Article XIV Final provisions

These GToB enter into force and effect as of 1 July 2024.