

**Machine translation. The terms and conditions in Czech are binding.**

## **Terms and Conditions**

### **FOR THE SALE OF ACCOMMODATION SERVICES THROUGH THE ONLINE BOOKING PORTAL AT WWW.HOTELCASANOVA.CZ/EN I. INTRODUCTORY PROVISIONS**

1. These Terms and Conditions (hereinafter "Terms and Conditions") govern the mutual rights and obligations arising from an accommodation agreement (hereinafter also "Agreement") pursuant to Section 2326 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter "Civil Code"), concluded through the booking system at [www.hotelcasanova.cz/en](http://www.hotelcasanova.cz/en) (hereinafter "Booking Portal") between the operator of the respective accommodation facility Hotel Casanova Duchcov (hereinafter also "Hotel") and the person seeking accommodation services (hereinafter "Guest"). Address Husova 101/45, Duchcov 419 01, IČ: 06917399D, IČ: CZ06917399.

2. Under the concluded Agreement, the Hotel undertakes to provide the Guest with temporary accommodation at the respective accommodation facility in accordance with the confirmed accommodation services order (hereinafter also "Reservation") for the agreed period, and the Guest undertakes to pay the Hotel the applicable price for accommodation and associated services as stated in the Reservation.

3. The provisions of these Terms and Conditions form an integral part of the accommodation agreement concluded between the Hotel and the Guest. Any individual arrangements that deviate from these Terms and Conditions shall always take precedence.

4. These Terms and Conditions do not apply in the following cases:

- if the Guest reserves services in the course of, or for the purposes of, their business activity,
- if the Guest wishes to make a group reservation (i.e. a reservation for 5 or more rooms).

5. Wherever the term "Reservation" appears in these Terms and Conditions, it refers exclusively to an individual accommodation services order placed by the Guest. 6. Wherever the term "consumer" appears in these Terms and Conditions, it refers to any natural person who concludes an agreement with the Hotel outside the scope of their business activity or independent professional practice.

7. Wherever the term "cancellation fee" appears in these Terms and Conditions, it refers to the monetary amount that the Guest is obliged to pay to the Hotel if the Guest

exercises their right to unilaterally cancel a Reservation already confirmed by the Hotel (i.e. a concluded accommodation agreement), as described in more detail in Article VII of these Terms and Conditions.

## II. RESERVATION AND CONCLUSION OF THE AGREEMENT

1. The Booking Portal located at [www.orea.cz/en](http://www.orea.cz/en) contains all relevant information and/or data necessary to make a reservation for services at the Hotel. The individual technical steps leading to Machine translation. The terms and conditions in Czech are binding. The conclusion of the Agreement are apparent from the Booking Portal and the information provided therein.

2. Each Guest who is a consumer is required, prior to making any reservation, to review the contents of these Terms and Conditions and related documents, in particular the Consumer Information, the Hotel Regulations of the respective hotel facility, and the Personal Data Processing Information.

3. Prior to submitting a reservation, the Guest is given the opportunity to review and amend the data they have entered

4. By submitting a reservation — i.e. by confirming it within the Booking Portal — the Guest, among other things, confirms that:

- they have carefully and thoroughly read these Terms and Conditions, understand their content, and agree to them. Should the Guest not understand the content of the Terms and Conditions, they are entitled to contact the Hotel or the HOTEL CASANOVA reservations department, which will provide the necessary explanation without undue delay;
- they have carefully and thoroughly read the Hotel Regulations of the hotel facility in which accommodation services are being reserved, and agree to them;
- all information and/or data they enter in the Booking Portal for the purpose of receiving services are accurate and correct;
- they are authorised to use the credit and/or debit card provided and/or used during the service reservation process (hereinafter "payment card");
- they have sufficient funds available to duly and timely pay for the services under the concluded Agreement, if they have not already done so;
- they consent to the use of remote communication means for concluding the Agreement. Any costs incurred by the Guest in using remote communication means in connection with concluding the Agreement (internet connection costs, telephone call costs) shall be borne by the Guest.

5. Upon receiving a reservation through the Booking Portal, the Hotel will promptly confirm the conclusion of the Agreement to the Guest at the email address provided during the reservation process. The Agreement is concluded at the moment the Hotel's (or the Hotel's Booking Portal system's) written confirmation of the reservation is delivered to the Guest. If the Guest does not receive a booking confirmation in their email inbox, the reservation is not considered complete. This may occur if the Guest does not successfully complete the payment or payment card authorisation process. In such cases, it is necessary to repeat the reservation or contact the Casanova hotel reservations department or the relevant Hotel to resolve the matter.

6. In addition to the booking confirmation, the Guest will also receive a link to the ALFRED portal at their email address, allowing them to carry out, for example, online check-in or purchase additional services prior to their arrival at the Hotel.

7. The Hotel undertakes to provide the Guest with services in accordance with the concluded Agreement, and the Guest undertakes to pay the Hotel the agreed service price and, where applicable, cancellation fee(s) in accordance with the confirmed Reservation, should the Guest subsequently cancel (terminate) the Agreement unilaterally. The specific cancellation conditions including the cancellation fee amount are set out in the Reservation.

8. The Guest acknowledges that the Hotel is not obliged to conclude an Agreement — i.e. to confirm a reservation — and, where a reservation has already been confirmed, is entitled to cancel it unilaterally without any obligation to compensate the Guest, in the following cases: Machine translation. The terms and conditions in Czech are binding.

- if accommodation is to be provided to persons who have previously substantially breached any agreement with the Hotel (including the Terms and Conditions or Hotel Regulations), in particular if they failed to pay for services;
- if the Guest has reserved a service at a price published by mistake due to an obvious (typically technical) error of the Booking Portal;
- if, after the reservation has been confirmed, the Guest makes additional or specific requests that were not part of the Hotel's original service offering (booking confirmation) and/or are not a standard part of the Hotel's services and/or whose fulfilment is objectively impossible, unreasonable, or contrary to the Hotel's operational, hygiene, or safety conditions. In the event of cancellation of a reservation pursuant to this paragraph, the Hotel shall promptly refund to the Guest any payments already made by the Guest to the Hotel in connection with the respective reservation.

9. An accommodation agreement shall not be considered concluded (even if the respective reservation has already been confirmed by the Hotel) if, during the reservation process, the Guest's personal data and/or payment card were misused; the Hotel shall promptly notify the Guest of such a situation.

10. During the service reservation process, the Hotel may require the Guest to pay a deposit of up to 100% of the price of the reserved service, or payment of the relevant deposit may be a condition for the Hotel's confirmation of the reservation. The obligation to pay a deposit may be fulfilled by providing payment card details required for a so-called pre-authorisation of the card in the amount of the estimated price of the reserved services. The Guest's or another person's payment card must be valid at least until the Guest's arrival date as per the confirmed reservation. The same payment card must then be presented by the Guest at the reception desk.

11. Prior to submitting the reservation, the Guest may enter their preferred accommodation conditions in free text in the "Special Requests and Comments" field in the Booking Completion section. The Hotel will endeavour to accommodate these preferences to the best of its ability; however, this is not a binding obligation of the Hotel. The Hotel does not guarantee the Guest that accommodation or other services will be provided under any specific conditions set by the Guest, unless the Hotel has explicitly confirmed such conditions in writing (beyond the general reservation confirmation).

### **III. RIGHTS AND OBLIGATIONS OF THE GUEST**

1. By concluding the Agreement, the Guest acquires the right to receive services in accordance with the confirmed Reservation (concluded Agreement), in particular the right to use the premises of the respective Hotel and to use services associated with accommodation, as well as the obligation to duly and timely pay for the services provided or reserved for them. The Guest is required to comply with the Hotel Regulations, which are published at the Hotel and at [www.hotelcasanova.cz/en](http://www.hotelcasanova.cz/en).

2. Upon arrival for a stay pursuant to the concluded Agreement, the Guest is required to present their national identity card, passport, or other identity document at the reception desk, along with proof of stay, for the purpose of completing and/or verifying (in the case of a repeat stay at the Hotel) the data on the so-called registration card. The registration card may also be completed electronically. The same obligation applies to persons accompanying the Guest, if they have their identity document with them. The Guest will then receive further information regarding the stay and available additional services.

3. The Guest has the right to lodge a complaint regarding any deficiencies in hotel services. The Complaints Procedure is published at the Hotel and at [www.hotelcasanova.cz/en](http://www.hotelcasanova.cz/en). The Guest acknowledges that Machine translation. The terms and conditions in Czech are binding. submitting a complaint on-site allows for immediate resolution by the Hotel, whereas submitting a complaint at a later stage may make it more difficult to assess its validity.

4. If services have not been paid by the time the stay at the Hotel commences, or at any time thereafter, the Guest is required to pay the agreed price for services provided — including any costs for additional hotel services requested by the Guest themselves, by persons accompanying the Guest, or by the Guest's visitors — no later than at the time of departure from the accommodation facility (check-out).

#### **IV. RIGHTS AND OBLIGATIONS OF THE HOTEL**

1. The Hotel is obliged to provide the Guest with services in accordance with the confirmed Reservation (concluded Agreement), in compliance with applicable generally binding legal regulations, as well as any applicable government measures relating to the provision of services.

2. For serious operational reasons (for example, a technical fault in a room making it impossible to occupy), the Hotel may provide the Guest with accommodation other than originally agreed, provided it does not differ substantially from the originally confirmed order (concluded Agreement).

3. If the Hotel is entitled to charge the Guest cancellation fees and the Guest has already paid the Hotel a deposit for services, the Hotel is entitled to set off its claim for cancellation fees against the deposit paid by the Guest. In the case of a reservation for which a payment card pre-authorisation has been carried out, the Hotel is entitled to charge the cancellation fees against the pre-authorised amount.

#### **V. SERVICE PRICES AND PAYMENT CONDITIONS**

1. The prices of services provided by the Hotel are stated in the Booking Portal and subsequently in the confirmed Reservation (Agreement). Service prices are quoted in CZK or EUR. Conversion of service prices into other currencies is for indicative (non-binding) purposes only. Payment for services shall be made in CZK or EUR (as per the confirmed Reservation). Conversion to the Guest's currency will be carried out in the case of card payment by the client's bank. In exceptional cases, the client may be offered the DCC – Dynamic Currency Conversion service. This is a service whereby the terminal or e-shop offers payment in the card holder's currency even if the reservation was created in a different currency. The conversion is performed not by the card holder's bank but by the DCC provider (terminal / payment gateway). In such case, the conversion rate is known and fixed in advance.

2. Unless the confirmed Reservation expressly states otherwise, the prices listed for individual services are final, i.e. inclusive of value added tax and, where applicable, all other taxes and charges that the Guest must pay for the reserved services.

3. The price applicable to a given reservation is always the price displayed on the Booking Portal at the time the client submitted their reservation to the Hotel. Service prices displayed on the Booking Portal are dynamically determined by the ratio of supply

and demand and may change (even within a Machine translation. The terms and conditions in Czech are binding. single day); they generally increase as the arrival date approaches. Only in exceptional cases may the price decrease; however, if the price of the stay drops below the price level purchased by the Guest, this does not entitle the Guest to a subsequent price reduction or any other compensation from the Hotel.

4. The Guest pays for services in accordance with the relevant information in the Reservation, using the following methods:

- by payment card through a secure internet payment gateway (we accept in particular MasterCard and VISA payment cards);
- by bank transfer to the Hotel's account (subject to receipt of payment no later than 2 days after the reservation is created and simultaneously no later than 1 day before the Guest's arrival as per the confirmed Reservation);
- in cash and/or by payment card at the reception desk of the respective Hotel;

5. In the case of bank transfer payment, the Guest's obligation to pay the service price is fulfilled at the moment the relevant amount is credited to the Hotel's bank account.

6. For reservation pricing plans that are not fully prepaid at the time of reservation, a payment card pre-authorisation may be applied. The pre-authorisation service is provided by a third party fully authorised to provide such service and to authorise the card. Should cancellation conditions be triggered, the Hotel is entitled to charge the relevant amount to the pre-authorised card. The Hotel also reserves the right to charge the full or partial reservation amount from such card prior to the Guest's arrival. If the reservation is subsequently cancelled, the Hotel is obliged to promptly return the relevant amount (after deducting any applicable cancellation fees) to the Guest.

7. In the event that the Hotel is required to refund the Guest all or part of the paid amount for the stay, the Guest acknowledges that funds will be returned via transfer to the same account from which payment was credited to the Hotel, and that the refund process and crediting of funds back to the account may take several business days.

8. During check-in at the respective Hotel, the Guest may be asked to provide a cash deposit or a pre-authorisation of their payment card up to the estimated amount of services under the concluded Agreement; the Guest is required to comply with such a request during check-in. Should the Guest fail to do so, the Hotel is entitled to refuse to provide the services under the Agreement.

9. The reservation includes information on the hours from which the Guest's room will be available (check-in) and the time by which the room must be vacated on the last day of stay for cleaning and preparation for the next guest (check-out).

10. Discounts and special offers may not be combined unless expressly stated otherwise in the Reservation.

11. For stays with advance payment of the price, the prepaid amount usually does not include the so called accommodation tax (even though the total amount including this tax may appear on the Machine translation. The terms and conditions in Czech are binding. confirmation). The Guest is required to pay the applicable accommodation tax separately directly at the accommodation facility.

## **VI. BOOKING PORTAL**

1. In order to protect information during the reservation process, the Booking Portal website uses an encrypted connection via TLS (Transport Layer Security) protocol, which ensures secure data transfer between the user's web browser and the server. A secure connection is typically indicated by the use of the https protocol in the address bar of the web browser. The Hotel may also employ additional technical and organisational measures to ensure an appropriate level of information protection and Booking Portal security.

2. Casanova Hotel is responsible for the security of the published content of its website and for safeguarding stored information through necessary security measures. The data published on the website meets the general compatibility requirements for the hardware and software of a standard internet user.

3. The Guest acknowledges that the software and other components constituting the Booking Portal (including hotel photographs and location images) are protected by copyright. The Guest undertakes not to engage in any activity that might enable them or third parties to unlawfully interfere with or unlawfully use the software or other components constituting the Booking Portal.

4. When using the Booking Portal, the Guest is not permitted to employ mechanisms, software, or other procedures that could adversely affect the operation of the Booking Portal. The Booking Portal may only be used to an extent that does not impair the rights of other users and that is consistent with its intended purpose. The Hotel is not bound by any codes of conduct in relation to the Guest.

5. The Guest acknowledges that the Hotel bears no liability for errors arising from third-party interference with the [www.orea.cz/en](http://www.orea.cz/en) website or from use of the website or Booking Portal contrary to their intended purpose. The Hotel also bears no liability for any outages or failures in data transmission (e.g. due to an internet service provider outage).

## **VII. CANCELLATION CONDITIONS AND CANCELLATION FEES**

1. If the Guest is a consumer, they acknowledge that under the applicable legislation of the Czech Republic, it is not possible to withdraw from an agreement for

accommodation, transport, catering, or leisure activities where the operator is to provide these services at a specified time. This also applies to the Hotel's services under the concluded Agreement.

2. However, the Guest is entitled to terminate the accommodation agreement concluded with the Hotel in writing at any time without a notice period, and without giving a reason, provided that the conditions set out in the respective confirmed Reservation (concluded Agreement) are met. The termination of the Agreement may also be made electronically by using the "Cancel reservation" link or by sending an email to [info@hotelcasanova.eu](mailto:info@hotelcasanova.eu), unless a different email address is specified in the confirmed Reservation. A failure by the Guest to arrive at the accommodation facility on the first day of the stay as per the confirmed Reservation (i.e. a no-show) is also automatically considered a termination of the Agreement without giving a reason. Machine translation. The terms and conditions in Czech are binding.

3. Upon termination (cancellation) of the Agreement (services) without a notice period, the Guest is obliged to pay the Hotel a cancellation fee in the amount specified in the respective Reservation.

4. The Hotel is entitled to terminate the accommodation agreement without a notice period if the Guest, despite a warning, grossly breaches their obligations under the Agreement (in particular if they have not paid the service price in accordance with the Agreement, or repeatedly violates the Hotel Regulations), or if, despite a warning, the Guest grossly violates public order (harassment or assault of other guests or hotel staff, violation of hygiene rules, etc.). In all of the above cases, the Guest agrees that they are not entitled to any financial or other compensation, nor to a refund of the deposit paid, from which the Hotel will (partially) cover its costs and/or damages related to the cancellation of the confirmed Reservation due to reasons attributable to the Guest.

5. If the Hotel is unable to fulfil its obligations under the Agreement due to force majeure — in particular due to civil unrest, war, strike, epidemic, pandemic, prohibition and/or other restriction on service provision pursuant to measures of the Czech government, etc. — it is entitled to withdraw from the Agreement in writing. The withdrawal takes effect upon delivery of the notice of withdrawal to the Guest, and may be made electronically by sending it to the email address provided by the client in the respective service reservation. In such a case, the Hotel shall subsequently refund to the Guest any deposits already paid under the Agreement, unless otherwise agreed (e.g. provision of services at an alternative date, provision of a hotel services voucher, etc.).

## **VIII. FINAL PROVISIONS**

1. The legal relationships and any disputes arising from or in connection with the Agreement shall be governed exclusively by the laws of the Czech Republic and shall be resolved by the competent courts of the Czech Republic.

2. In the event of a dispute arising from an Agreement between the Hotel and the Guest that cannot be resolved by mutual agreement, the Guest may submit a proposal for out-of-court resolution to the designated body for out-of-court resolution of consumer disputes, which is: Czech Trade Inspection Authority Central Inspectorate — ADR Department Štěpánská 15, 120 00 Prague Email: [adr@coi.cz](mailto:adr@coi.cz) Web: [adr.coi.cz](http://adr.coi.cz)

3. The Czech Trade Inspection Authority is the supervisory body responsible for consumer rights protection, acting in accordance with applicable Czech legislation.

4. The form for initiating out-of-court consumer dispute resolution (ADR) proceedings is available [HERE](#). More information about out-of-court dispute resolution is available [HERE](#). Before initiating out-of-court dispute resolution, it is advisable to contact the Hotel to explore the possibility of an amicable settlement. The Guest may also use the online dispute resolution platform established by the European Commission at [Out-of-court dispute settlement bodies under the Digital Services Act \(DSA\) | Shaping Europe's digital future](#) .Machine translation. The terms and conditions in Czech are binding.

5. The Guest is entitled to communicate with the Hotel for the duration of the Agreement in Czech, English, and German. If the Agreement is concluded in language versions other than Czech, the Czech version shall always be the authoritative one

6. Casanova hotel (the Hotel) reserves the right to amend and supplement these Terms and Conditions; however, such changes shall apply only to reservations made after the new or revised version of the Terms and Conditions has been published on the Booking Portal, i.e. changes shall not affect already concluded agreements.

7. If any provision of these Terms and Conditions is or becomes invalid or ineffective, it shall be automatically replaced by a provision whose meaning most closely approximates the invalid provision. The invalidity or ineffectiveness of any one provision shall not affect the validity and effectiveness of the remaining provisions.

8. If any inconsistency is identified between the wording of these Terms and Conditions and applicable legal regulations — in particular due to subsequent amendments to applicable Czech law — the affected (outdated) provisions shall not be applied to the Agreement until the Terms and Conditions are updated; the Agreement shall be governed by the applicable and effective legal regulations of the Czech Republic.

9. The provisions of these Terms and Conditions do not affect rights and obligations that arose during the period of validity of the previous version of the Terms and Conditions.

10. These Terms and Conditions are valid and effective from 11 June 2026, and are available at <https://www.hotelcasanova.cz/en>.