

General Terms and Conditions

I.

Basic Provisions

1. These General Terms and Conditions of Business (hereinafter referred to as the "**Terms and Conditions**") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**")

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(hereinafter referred to as the "**Seller**")

2. These Terms and Conditions govern the mutual rights and obligations of the Seller and a natural person who enters into a purchase contract outside his/her business activity as a consumer or within his/her business activity (hereinafter referred to as: "**Buyer**") via the web interface located on the website available at www.hotelformule.cz (hereinafter referred to as: "**Online Shop**").

3. The provisions of the Terms and Conditions are an integral part of the Purchase Agreement. Any deviating provisions in the Purchase Agreement shall prevail over the provisions of these Terms and Conditions.

4. These Terms and Conditions and the Purchase Agreement are concluded in Czech, English and German.

II.

Information on goods and prices

1. Information on services, including prices and their main features, is provided for each service in the online shop catalogue. The prices are inclusive of value added tax, all related fees and the cost of returning the service. The price of the service remains valid for the

period of time that they are displayed in the online shop. This provision does not preclude the negotiation of a purchase contract on individually agreed terms.

2. All presentation of goods placed in the catalogue of the online shop is of an informative nature and the seller is not obliged to conclude a purchase contract regarding this service.

3. Any discounts on the purchase price of the service cannot be combined with each other, unless otherwise agreed between the Seller and the Buyer.

4. the service of accommodation for the Buyer must be provided to the standards corresponding to the Hotel ** category classified according to Hotel Stars.

III.

Order and conclusion of the purchase contract

1. The costs incurred by the Buyer when using remote means of communication in connection with the conclusion of the Purchase Contract (internet connection costs, telephone call costs) shall be borne by the Buyer. These costs do not differ from the basic rate.

2. The buyer orders the service by filling in the order form.

3. When placing the order, the buyer selects the service, type of accommodation, payment method, number of nights and type of reservation.

4. Before the order is sent, the buyer is allowed to check and change the information he/she has entered in the order. The buyer sends the order to the seller by clicking on the complete button after the customer has selected the booking option in the accommodation. The information provided in the order is considered correct by the Seller. The validity of the order is subject to the completion of all mandatory data in the order form and the Buyer's confirmation that he/she has read these Terms and Conditions.

5. Immediately upon receipt of the order, the Seller shall send the Buyer a confirmation of receipt of the order to the e-mail address provided by the Buyer when ordering. This confirmation shall be deemed to be the conclusion of the contract. The confirmation shall also be accompanied by an advance invoice or an invoice for accommodation, depending on the choice of payment option or type of accommodation. The purchase contract is concluded by the confirmation of the order by the seller to the buyer's email address.

6. In the event that any of the requirements stated in the order cannot be met, the Seller will send an amended offer to the Buyer's e-mail address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by the Buyer's confirmation of the acceptance of this offer to the Seller at his e-mail address specified in these Terms and Conditions.

7. All orders accepted by the Seller are binding.

8. In the event that there is an obvious technical error on the part of the Seller in indicating the price of the service in the online shop or during the ordering process, the Seller shall not be obliged to deliver the service to the Buyer for such obviously erroneous price even if the Buyer has been sent an automatic confirmation of receipt of the order in accordance with these Terms and Conditions. The Seller shall inform the Buyer of the error without undue

delay and send the Buyer an amended quotation to the Buyer's email address. The amended offer shall be deemed to be a new proposal for a purchase contract and the purchase contract shall be concluded in such case by confirmation of receipt by the Buyer to the Seller's email address.

IV.

Payment terms

1. The payment method chosen when selecting the service is primarily the accommodation, depending on the length of the accommodation, the time prior to the start of the accommodation and the current offer. If the cash payment option is chosen, the purchase price is payable before the start of the accommodation service. In the case of non-cash payment, the purchase price is payable according to the invoice issued, generally within 14 days of the invoice, unless otherwise stated. An exception is if the service is used earlier than 14 days after the invoice has been issued. If payment is made by credit card, i.e. using an online payment gateway, the amount is due immediately. Depending on the type of accommodation selected, the full amount of the service or only a partial bill is sent with the payment. In this case, the buyer follows the instructions of the respective electronic payment provider. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's bank account.

V.

Withdrawal from the contract

1. The buyer who has concluded a purchase contract outside his business activity as a consumer has the right to withdraw from the purchase contract if it is not a non-refundable price offer.
2. The approximate prices of accommodation and any other services are given in the presentation materials of the accommodation provider (websites, brochures, etc.). However, the price that is stated in the accommodation voucher (hereinafter referred to as the voucher) is binding for the customer. The scope of contractually agreed services and prices is bound by the price list in the voucher. The accommodation provider is entitled to change the agreed conditions of stay in cases beyond his control (e.g. force majeure).
3. The seller will issue the buyer with a tax document - in most cases an invoice or a sales slip in case of payment on the spot at the beginning of the service. The tax document is either sent to the buyer's email address provided in the order or handed over to the buyer personally upon payment.
4. Cancellation policy upon cancellation with refund:
 - **Free cancellation 14 days before arrival**
 - **30% of the booking price** for cancellation less than **14 days before arrival** (CEST)
 - **100% of the booking price** for cancellations made less than **1 day before arrival** (CEST)

5. Cancellation policy for non-refundable cancellations:

Accommodation sold on the most favourable non-refundable terms. This tariff does not apply to refunds for cancellation or change of accommodation or service.

6. The customer is entitled to cancel the order at any time prior to arrival. Cancellation requires electronic cancellation in writing (email with return receipt) to info@hotelformule.cz. The date and time of the email is decisive for determining the time of cancellation. The accommodation provider will not charge the customer the above cancellation fees if he/she could not use the agreed services for the following reasons: death in the family, hospitalization of the customer or a member of his/her family, serious illness, call-up order, natural disaster. The customer is obliged to provide written proof of the aforementioned facts to the accommodation provider within 3 days of their occurrence. In case of non-refundable price, it is not possible to refund the money for the cancelled reservation, however, in the above mentioned circumstances it is possible to allow the guest to change the date of accommodation.

7. These terms and conditions of sale and cancellation are an integral part of the accommodation order and accommodation voucher and the customer agrees to these terms and conditions upon completion of the order.

8. If the buyer cancels the purchase contract, the seller is not obliged to return the received funds to the buyer, unless this is in accordance with the cancellation conditions.

9. The Seller shall be entitled to withdraw from the Purchase Contract due to unavailability of the service, or when there is an obstacle in the Seller's operation that makes it impossible to provide the service to the Buyer. The Seller shall promptly inform the Buyer of this fact via the email address specified in the order and shall return all monies received by the Seller from the Buyer within 14 days of the notice of cancellation.

VI.

Rights from defective performance

1.If the Buyer is dissatisfied with the service purchased, he/she must immediately inform the person in charge at the hotel reception or contact the Seller at the e-mail address info@hotelformule.cz . If the Seller assesses that the service provided does not meet the standards to which he/she has committed himself/herself in the official uniform classification of accommodation facilities, he/she will offer the Buyer compensation.

2.The amount of compensation will be calculated by the Seller according to the corresponding lack of quality.

3.Weather, air quality and other influences beyond the seller's control cannot be assessed as defective performance.

VII.

Personal data

1. All information provided by the buyer in cooperation with the seller is confidential and will be treated as such. Unless the Buyer gives the Seller written permission, the Buyer's data will not be used by the Seller in any way other than for the purpose of performance under the Contract, except for the email address to which commercial communications may be sent, as this is permitted by law, unless expressly refused. These communications may only relate to similar or related goods and may be opted out of at any time by simple means (letter, e-mail).

2. Privacy Statement

Please take the time to read the privacy notice.

Why do we collect information?

The information is collected to facilitate the booking process between the customer and the accommodation provider. To offer you additional services where you consent to such offers or to help us improve the process for future use.

For what purposes do we collect information?

- To conduct or support the operation of the booking process
- The process of voluntarily registering a customer to receive our newsletter
- Statistical use of the system for possible improvements
- There is no other use of the information collected, in particular the information is never passed on to third parties without consent

Who has access to some or all of the information collected?

- The accommodation provider with whom your reservation will be made
- The provider of the website and booking form
- Authorised institutions

What access do we guarantee our visitors to the information we collect about them?

Access to all information collected is available at any time upon request

If you believe that our website or systems have collected incorrect information or wish to dispute any information, please contact us.

Cookie Policy

What are Cookies?

Cookies are small files that store information in your browser and are commonly used to distinguish individual users. However, a user's person is not identifiable based on this information.

What we use cookies for

- To ensure the correct functionality of our site, so that the booking process can be completed with the least possible difficulty.
- In determining which pages and features visitors use most frequently.

What cookies we use:

The cookies used on our site can be divided into two basic types in terms of their durability. Short-term "session cookies" which are only temporary and remain stored in your browser only until you close your browser, and long-term "persistent cookies" which remain stored on your device for much longer or until you manually delete them (the length of time cookies remain on your device depends on the setting of the cookie itself and your browser settings).

In terms of the function that each cookie performs, cookies can be divided into:

- conversion cookies, which allow us to analyse the performance of different sales channels
- tracking cookies, which in combination with conversion cookies help us analyse the performance of different sales channels
- remarketing cookies, which we use to personalise the content of ads and target them correctly
- analytics, which help us improve the user experience of our website by understanding how users use it
- Essential, which are important for the basic functionality of the site

Some cookies may collect information that is subsequently used by third parties and which, for example, directly supports our advertising activities ("third party cookies"). However, you cannot be identified by this information.

The cookies used by us enable us to improve our website.

If you do not wish to accept cookies, you can adjust your browser settings. The Help function directly in your browser explains how to change these settings. You can also visit www.aboutcookies.org for comprehensive information on how to manage cookies across a wide range of browsers.

Please note that by blocking cookies you may not be able to take full advantage of all the features of this website, in particular using the booking engine to complete your booking.

3. In accordance with Act no. 326/1999 Coll. and the related amendment of 18.12.2015 Act no. 314/2015 on the residence of foreigners, the accommodation provider must keep a register in which it records personal data of foreign guests in the following scope: name, surname, date of birth, nationality, ID card or passport number, visa number if indicated in the travel document, start and end of accommodation, purpose of stay, address of permanent residence abroad, address of residence in the Czech Republic if the foreigner has it, signature on the prescribed registration form A6 ŘSCP No. 4/2015.

In accordance with Act No. 565/1990 Coll. on local fees, the accommodation provider must keep a register in which he/she records the personal data of the guests in the following scope: name, surname, address of permanent residence or permanent residence abroad, beginning and end of accommodation, purpose of stay, number of the guest's ID card or travel document. Any more specific data beyond this scope, such as specification of the purpose of the stay other than the statutory term 'treatment or recreation' or the date of birth and birth number of the guest, cannot be entered into the register by the accommodation provider or the municipal authority without the guest's consent.

The landlord must keep the aforementioned data for a period of six years on the basis of legal grounds. It may delete them only after that period has expired.

Out-of-court dispute resolution

1. 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: <https://adr.coi.cz/cs> is competent for the out-of-court settlement of consumer disputes arising from the 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 a purchase contract.
2. The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes)
3. The Seller is authorised to sell services on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade authority. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No 634/1992 Coll. on Consumer Protection.

IX.

Final provisions

1. All negotiations between the seller and the buyer are governed by the law of the Czech Republic. If the relationship established by the Purchase Contract contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the consumer's rights under generally binding legislation.
2. All rights to the Seller's website, in particular the copyrights to the content, including page layout, photos, films and graphics, logos and other content may not be copied without the consent of the Seller.
3. The Seller shall not be liable for errors resulting from third party intervention in the online shop.

These terms and conditions shall take effect on 11.6.2025.

Drafted by: Martina Juhnová