

# General terms and conditions

## Article I - Contractual Relationship

These General Terms and Conditions ("GTC") apply to the procedure for concluding a contract for accommodation and regulate the general rights and obligations between the accommodated person (hereinafter referred to as the "client") and the operator of the Senimo, the company Senimo a.s. with its registered office at Pasteurova 905 /10 , 779 00 Olomouc, ID: 47675683 ("accommodation provider"). The contractual relationship between the accommodation provider and the client is governed by the relevant accommodation contract and these GTC. Individual agreements contained in the accommodation contract, or in the written confirmation of the reservation by the accommodation provider and/or its attachments, take precedence over the provisions of these GTC. The accommodation provider reserves the right to include in its offers and/or advertising materials other (one-time) conditions that take precedence over these GTC.

## Article II - Procedure for Reservation and Conclusion of Accommodation Contract

2.1 The accommodation provider non-bindingly offers accommodation and other related services to clients through its website <https://hotel.senimo.cz/>, approved intermediaries, and through the accommodation provider's advertising materials. The information contained in the offer is for informational purposes only. This indicative offer is not an offer within the meaning of Section 1731 or 1732 of the Civil Code, nor is it a public promise under Section 1733 of the Civil Code. The client does not have the right to conclude an accommodation contract based on this indicative offer. The offer is valid for the period and under the conditions stated therein, with the accommodation provider reserving the right to unilaterally modify or specify the specific conditions of the offer before concluding the accommodation contract.

2.2 The client submits an order for accommodation and services to the accommodation provider through an electronic reservation form on the accommodation provider's website or by other, usually electronic, means. By sending the order to the accommodation provider, the client confirms that they have fully read these GTC, agrees with them, and acknowledges them as conditions and an integral part of the accommodation contract. The client is obliged to fill in the details in the reservation form completely (including any ID and VAT numbers) and truthfully. The accommodation provider reserves the right to reject the order without stating a reason. The obligation to record personal data in the accommodation book is determined by the accommodation provider in Section 101 of Act No. 326/1999 Coll., on the Residence of Foreigners in the Czech Republic.

2.3 Upon receiving the client's order, the accommodation provider verifies capacities and other conditions and sends the client a written confirmation of the order acceptance by email, with defined specific conditions of the accommodation provider's binding offer. This confirmation includes the binding calculation of the price of accommodation and services, payment terms, and payment instructions with the following details: identification and contact details of the accommodation provider, identification and contact details of the client, arrival date, departure date, number of nights, type of accommodation unit, number of persons, names and surnames, ages, calculation of any discounts, payment instructions for the total price, cancellation insurance (if arranged), amount of refundable deposit according to the accommodation rules ("reservation").

2.4 The client pays the price of accommodation and services according to the accommodation provider's payment instructions.

2.5 If a deposit on the total price is specified by the accommodation provider in the payment terms of the reservation, a contract for accommodation is concluded between the client and the accommodation provider, which includes these GTC, for the accommodation and services specified in the reservation. If the client fails to pay the deposit within the deadline specified in the payment terms, it is considered that the client accepted the reservation conditions, and the accommodation contract has been concluded. If no deposit is specified in the payment terms of the reservation, the client must pay the total price of accommodation and services within the deadline specified in the payment terms of the reservation; otherwise, the cancellation conditions, which are part of the GTC, apply to the reservation.

2.6 When the accommodation and services reservation is confirmed, the accommodation provider guarantees it, and sends the client an email with the binding confirmation of the reservation of the accommodation and services specified in the reservation. Upon delivery of the confirmation of the reservation to the client, the accommodation provider undertakes to provide the client with accommodation and services within the scope and under the conditions specified in the confirmation of the reservation. If the client paid a deposit to the accommodation provider but did not pay the final payment of the total price of accommodation and services within the deadline, it is considered a confirmed but unguaranteed reservation.

The procedure for reservation is further detailed in paragraph 6.6 of Article VI of these GTC. Acceptance of the reservation does not include acceptance with an addition or deviation from the conditions stated in the reservation, even if it substantially changes the reservation conditions.

2.7 In case of errors in writing or counts in the offer, order, reservation, and/or confirmation of the reservation (especially an obviously unreasonable price of accommodation and/or services) or other incorrect data or discrepancies, the accommodation provider reserves the right to correct these errors or rectify other discrepancies, which it will do either on its own or based on a written request from the client.

### **Article III - Payment Terms**

3.1 The accommodation provider has the right to request payment of the total price of accommodation and services specified in the reservation before their provision, or payment of a deposit, if required by these GTC or the reservation.

3.2 Payment terms and due date for the total price of accommodation and services are determined by the concluded accommodation agreement.

3.3 Failure to meet the payment deadline for the total price or its part by the client entitles the accommodation provider to withdraw from the contract, and the client is obliged to reimburse the accommodation provider for related costs (cancellation fees), the calculation of which is governed by the conditions set out in Article VI of these GTC. Failure to meet the deadline for payment of

a deposit according to the reservation's payment terms means that the accommodation agreement is not concluded, and neither the client nor the accommodation provider have any claims against each other.

#### **Article IV - Price**

4.1 The price of accommodation is understood as the price specified in the reservation as the price of accommodation for the respective room for the number of persons specified in the reservation. The price for services is understood as the price specified in the reservation as the price of the ordered services. The total price of accommodation and services is understood as the price specified in the reservation as the total price with any provided discounts, including taxes.

4.2 The accommodation provider is not entitled to unilaterally increase the total price during the validity of the reservation, except:

- (i) if there is a change in the reservation (change of room type, number of persons, etc.),
- (ii) if the client does not prove or document compliance with the conditions for the claimed discount,
- (iii) if there is a change in the legal regulations or value-added tax rates,

4.3 The client is entitled to a discount from the total price if, no later than when placing the order, the client informs the accommodation provider of all relevant facts for applying the discount according to the provider's conditions for its provision, as stated in the accommodation provider's offer. At the time of placing the order, the client is not entitled to any other and/or additional discounts. Any discounts announced by the accommodation provider after the date of the order by the client do not entitle the client to avail of this discount, unless stated otherwise.

4.4 Prices of accommodation and services provided by the accommodation provider are determined and their payment is made in the legal currency of the Czech Republic, the Czech crown (CZK). In case of payment for services consumed directly at the accommodation provider's reception, the binding price is the one stated in the accommodation provider's price list in CZK after conversion at the fixed exchange rate of EUR set by the accommodation provider for the day of service consumption.

#### **Article V - Changes in Reservation**

5.1 In case circumstances arise that prevent the accommodation provider from providing accommodation and/or services to the client according to the reservation, and if it is possible, given the situation, to provide the client with alternative accommodation and/or substitute services of the same or at least similar extent and quality as the originally booked accommodation and/or service, or to provide the same accommodation and/or service at an alternative date, the accommodation provider is entitled and obligated to make the corresponding changes. In such a case, the accommodation provider must promptly inform the client of the conditions of this change and propose this change to the client. If the client disagrees with the announced change, they have the

right to cancel the service, and in the case of a change related to accommodation, to terminate the contract. The accommodation provider is then required to promptly refund the client for the service that was canceled and in the case of termination of the entire contract, refund all payments made in connection with the contract to the client. The provisions of these Terms and Conditions regarding cancellation fees do not apply to refunds made under this paragraph. If the client does not promptly cancel the service after being informed of such a change, or in the case of accommodation does not terminate the contract within 5 days of receiving the notification of such a change, it is deemed that the client agrees to such change.

5.2 If it is not possible to provide the client with the ordered and paid service to the extent and quality corresponding to the agreed conditions, the accommodation provider is required to refund the payment made by the client for such service. However, if the accommodation provider provides the client with the client's consent a substitute service of the same or higher extent and/or quality, such substitute performance by the accommodation provider is considered as providing the originally agreed service, and the client has no further claims against the accommodation provider for not providing the originally ordered and paid service.

5.3 If the client has booked a single room, a double room, or a smaller apartment, and a reservation has been confirmed, the client will be charged the price of accommodation according to the reservation even if a larger room or apartment is provided.

5.4 The accommodation provider is not liable for changes caused by force majeure, decisions of public authorities, the occurrence of extraordinary circumstances or events that the accommodation provider could not have foreseen, or which could not have been prevented even with all reasonable efforts.

## **Article VI - Cancellation or Non-Utilization of Reservation and Cancellation Fee**

6.1 The parties have agreed that the client has the right to terminate the accommodation contract at any time before the accommodation begins without notice or to withdraw due to a material breach of the accommodation provider's obligations. The parties further agreed that if it is not the exercise of the client's right to withdraw from the contract, which is granted to him under certain conditions by law or contract due to a material breach of the accommodation provider's obligations, or if it is a case of termination or withdrawal from the contract by the accommodation provider due to a breach of the client's obligations, the client is obliged to pay a cancellation fee to the accommodation provider.

6.2 The amount of the cancellation fee is agreed depending on the time remaining from the date of effective termination by either party or withdrawal by the accommodation provider until the day of arrival at the accommodation specified in the reservation. The amount of the cancellation fee is calculated as a percentage of the total price specified in the reservation. In the event of such termination or withdrawal:

- 72 hours before and on the day of arrival, the cancellation fee is 100% of the total stay price,
- after check-in, 100% of the total price,

6.3 Termination and withdrawal from the contract must be sent by email and must be delivered to the other party. The accommodation contract is cancelled on the day when the written termination or withdrawal is delivered to the other party.

6.4 When determining the number of days remaining until the day of arrival (inclusive) for the purpose of calculating the amount of the cancellation fee, the day when the written termination or withdrawal was delivered to the other party is also included in this number of days.

6.5 If the client does not show up for the accommodation on the day of arrival and/or does not exhaust the reserved number of days of accommodation and/or ordered services according to the reservation without the fault of the accommodation provider, the client is not entitled to any financial or other compensation, or the provision of alternative accommodation or services in relation to the accommodation provider, and the accommodation provider is entitled to payment of 100% of the total price of accommodation and services specified in the reservation.

6.6 If the client does not show up for the accommodation and services and in the sense of paragraph 2.6 of Article II of these GTCs:

- Confirmed and unguaranteed reservation - the accommodation provider is entitled to cancel the reservation by the client by 6:00 p.m. on the day of arrival specified in the reservation, and the client loses the right to be provided with accommodation and services according to the reservation with the consequences of Article 6.5 of these GTCs, and the accommodation provider is entitled to provide accommodation and/or services to another client of the accommodation provider.
- Confirmed and guaranteed reservation - the accommodation provider is entitled, by 10:00 a.m. on the day following the day of arrival specified in the reservation, if the client does not have a different message, to cancel the confirmed reservation, and the client loses the right to be provided with accommodation and services according to the confirmed reservation with the consequences of Article 6.5 of these GTCs, and the accommodation provider is entitled to provide accommodation and/or services to another client of the accommodation provider.

6.7 After effective termination or withdrawal from the contract, the accommodation provider is obliged to return to the client all performances received from him, after deducting the cancellation fee or other performances under the contract, if the total amount of performances received from the client in accordance with these GTCs has not been exhausted, within 14 days from the delivery of this termination or withdrawal from the contract. If the performances received from the client, or if the client had arranged cancellation fee insurance, are not sufficient to cover the cancellation fee or other performances under the contract, the client is obliged to transfer the amount due to the accommodation provider's bank account without undue delay after the effective termination of the contract.

6.8 The accommodation provider is entitled to withdraw from the contract in cases where the client materially breaches the obligations set out in the contract, these GTCs, and/or the legal regulations of the Czech Republic. The accommodation provider is entitled to terminate the contract without notice before the agreed period if the client and/or accompanying persons grossly violate their

obligations arising from the contract, these GTCs, the accommodation or other operational rules of the accommodation provider, or the legal regulations of the Czech Republic or good manners. If such withdrawal or termination by the accommodation provider occurs, the client is obliged to pay the cancellation fee to the accommodation provider in accordance with these GTCs.

6.9 The withdrawal or termination of the contract does not affect the accommodation provider's right to payment of the total price specified in the reservation, or the cancellation fee, the rights of the parties to compensation for damages arising from a breach of contractual obligations, or agreements that, due to their nature, are to bind the parties even after the termination of the contract.

## **Article VII - Rights and obligations of the client**

7.1 The basic rights of the client include in particular:

- the right to be provided with the ordered and paid accommodation and services to the extent and under the conditions of the reservation.
- the right to be provided with information regarding the accommodation and services offered and provided by the accommodation provider.
- the right to terminate the contract at any time without notice or withdraw from the contract due to a material breach of obligations by the accommodation provider or cancel the use of ordered services under the conditions specified in these GTC, the contract, or the legal regulations of the Czech Republic.
- the right to notify the accommodation provider in writing that another person will participate in the accommodation and/or use the services specified in the reservation instead, on the condition that such notification includes a statement from this person (new client) declaring their agreement with the accommodation, services, and price stated in the reservation, and that they meet all the conditions for participating in the accommodation and using the services, if required. The original and new client are jointly and severally liable for the payment of the total price stated in the reservation and any administrative or other costs incurred by the accommodation provider in connection with the change of client.
- the right to complain about incorrectly or poorly provided accommodation or services and their settlement in accordance with these GTC.
- the right to the protection of personal data and other data concerning the client and accompanying persons.

7.2 The main obligations of the client include in particular:

- the obligation to fully and truthfully complete the order, any necessary forms required for the provision of accommodation and services, and present the necessary identification documents for the client and accompanying persons upon check-in (valid ID card, valid passport), and if there are any changes to these details, to notify the accommodation provider without delay.
- to complete and sign the registration card upon check-in.
- the obligation to report to the accommodation provider the possible presence of foreign nationals.

- the obligation to report to the accommodation provider any change in the number of persons using the room, and if the accommodation provider agrees to this change, to register them in the accommodation provider's guest book at the reception and pay for the accommodation for these unlisted persons according to the accommodation provider's price list. In the event of exceeding the maximum allowed number of persons for a particular room and/or failure to report individuals using the facility who are not listed in the reservation, the accommodation provider is entitled to terminate the contract for its material breach and expel the client, accompanying persons, and other persons from the accommodation or use of services, thereby forfeiting the right to the accommodation and/or services specified in the reservation, as well as the right to compensation for the paid and unused accommodation and/or services.
- the obligation to pay the total price of the accommodation and services to the accommodation provider in accordance with the payment conditions specified in the reservation and in accordance with these GTC and to provide proof of payment based on the accommodation provider's request.
- the obligation to pay the cancellation fee to the accommodation provider in cases specified in these GTC.
- the obligation to collect from the accommodation provider the documents necessary for the use of accommodation and services.
- the obligation to arrive at the agreed time for the use of accommodation and/or services.
- the obligation to follow the instructions of the accommodation provider's employees, accommodation and other operational rules issued by the accommodation provider for the use and provision of accommodation and services at the Senimo hotel. In the event that the client or accompanying persons blatantly violate the obligations arising from the contract, these GTC, or regulations (rules) of the accommodation provider, legal regulations, or good manners, or disrupt the program or use of accommodation and services by other clients of the accommodation provider, the accommodation provider is entitled to expel (terminate the contract without notice) the client and accompanying persons, and the client loses the right to the accommodation and/or services specified in the reservation, as well as the right to compensation for the paid and unused accommodation and/or services.
- the obligation of the client and accompanying persons to behave in a manner that does not disturb or restrict the use of accommodation and/or services by other clients of the accommodation provider.
- the obligation of the client to compensate the accommodation provider for damage to the accommodation provider's property caused by the client and/or accompanying persons, or other individuals to whom the client negligently allowed access to the accommodation provider's property.
- the obligation of the client to pay the accommodation provider the price difference after the discount stated in the reservation if the client does not prove to the accommodation provider upon check-in or before the use of services that they meet the conditions for the discount on the price of accommodation and/or services.

The client (whether as a natural person or legal entity) is responsible for complying with the obligations arising from the contract, these GTC, the accommodation and operational rules of the accommodation provider, and the legal regulations of the Czech Republic on the part of the natural persons listed in the reservation confirmation and/or accompanying them.

## **Article VIII - Complaints and information on out-of-court dispute resolution**

8.1 The client is entitled to lodge a complaint with the accommodation provider regarding the quality of the provided accommodation and/or services if their quality, scope, or other conditions do not correspond to the extent, quality, and conditions stated in the reservation. The accommodation provider undertakes to promptly investigate the circumstances of the complaint and, in the case of a justified complaint, ensure the remedy of the defective condition. The client must lodge a complaint with the accommodation provider without delay after discovering the defective provision. Later complaints will not be taken into account.

8.2 Information on out-of-court dispute resolution - the entity competent for out-of-court dispute resolution (ADR) between the operator and the client arising from the provision of accommodation and related services (consumer disputes) is, according to § 20e para. d) of Act No. 634/1992 Coll., on consumer protection, as amended, the Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID 00020869, website: <http://www.coi.cz/> or another entity authorized by the Ministry of Industry and Trade.

8.3 The client may also use the online dispute resolution platform established by the European Commission at the address <http://ec.europa.eu/consumers/odr/>

## **Article IX - Other provisions**

9.1 Accommodation of the client by the accommodation provider is possible no earlier than 2:00 p.m. on the day specified in the reservation as the first day of accommodation. If the client wishes an earlier check-in, it is possible for a fee of 500 CZK for each commenced hour, but not before 10:00 a.m. The client is required to vacate the cleared property on the last day of accommodation specified in the reservation no later than 11:00 a.m. In case of delay in handing over the vacated property by the client, the accommodation provider is entitled to charge the client a contractual penalty of 500 CZK for each commenced hour of delay.

9.2 If the accommodation provider has reasonable suspicion that the client is using the property in violation of the reservation conditions, the accommodation or operational rules of the accommodation provider, or in violation of public order, the accommodation provider is authorized to enter the property and inspect its use.

9.3 The accommodation provider is not liable for damages caused to the functionality of the client's electrical or electronic devices, or for any errors or incorrect information provided about events or services by other persons.

9.4 None of the parking spaces at hotel Senimo is a guarded parking lot, and the accommodation provider does not provide any supervision over the parked vehicles of clients and/or their belongings.

## **Article X - Personal data protection**

10.1 By giving consent to the processing of personal data on the accommodation provider's website,



the client consents to the collection and processing of their personal data by the accommodation provider for the purpose of fulfilling the rights and obligations under the accommodation contract. If the client wishes to receive commercial communications and related information from the accommodation provider, they may subscribe on the accommodation provider's website. This subscription can be canceled at any time by using the link in the email. Within the accommodation provider's website, the client is required to familiarize themselves with the information on their rights regarding personal data protection, which is provided in accordance with Regulation (EU) No. 2016/679.

## **Article XI - Final provisions**

11.1 These Terms and Conditions in the sense of Section 1751 et seq. of the Civil Code regulate the procedure for concluding, form the content, and are an integral part of the accommodation contract concluded between the client and the accommodation provider.

11.2 If a written form of a legal act is required in these Terms and Conditions, it is considered to be fulfilled if the legal act is made in the form of a letter or email.

11.3 The accommodation provider may supplement and amend these Terms and Conditions in full and without limitations electronically. In the event of such a change, the new version of the Terms and Conditions will be posted on the accommodation provider's website [www.hotel.senimo.cz](http://www.hotel.senimo.cz) and sent to the client with whom the reservation process is ongoing. The change to these Terms and Conditions becomes effective upon publication or delivery of its wording to the client. In case the client disagrees with the published changes to the Terms and Conditions, the client must promptly communicate this disagreement in writing to the accommodation provider. The relationship between the client and the accommodation provider and the resulting mutual rights, obligations, and conditions are governed by the Terms and Conditions sent with the reservation.

11.4 If any individual provision of these Terms and Conditions is found to be invalid, it is fully separable from the other provisions of these Terms and Conditions, and such invalidity will not affect the validity and enforceability of any other provisions of these Terms and Conditions.

11.5 In matters not regulated by these Terms and Conditions, the client and the accommodation provider undertake to comply with the laws of the Czech Republic, good morals, and customs in the provision of accommodation services, and to resolve any disputes preferably through an amicable solution.

11.6 These Terms and Conditions shall enter into force on March 1, 2024, and shall repeal in full the wording of the terms and conditions previously in effect.