

GENERAL TERMS AND CONDITIONS OF ACCOMMODATION FACILITIES AND SERVICES

Article 1 | Introductory provisions

1. The commercial company ALFA RELAX s.r.o., ID No.: 28430689, with its registered office at V Tůních 13/1356, 12000 Prague 2, file number: C 140945, registered at the Municipal Court in Prague (hereinafter referred to as the "Operator"), is the operator of accommodation facilities and provider of related services.
2. The Operator hereby issues, pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), these General Terms and Conditions for Accommodation Facilities and Services (hereinafter referred to as the "GTC"), which apply to contracts whose subject matter is accommodation in the Operator's accommodation facilities at Masarykova 630, 289 22 Lysá nad Labem under the trade name "Penzion Alfa" (hereinafter referred to as "accommodation facility") concluded between the Operator as the accommodation provider and the person ordering the services (hereinafter referred to as the "Client").
3. These GTC govern the rights and obligations of the contracting parties (the Operator and the Client) when renting rooms in accommodation facilities, including recreational and other accompanying services according to the Client's individual requirements (hereinafter also collectively referred to as "services" or "stay" or "accommodation").

Article 2 | Establishment of the contractual relationship

1. The contractual relationship (contract) between the Client and the Operator arises upon confirmation of the order made by the Client by the Operator of the accommodation facility (i.e., confirmation of the Client's order, e.g., by sending an accommodation voucher), or upon payment for accommodation according to the Operator's instructions (payment via a payment gateway, payment of a deposit slip etc.).
2. The Operator undertakes to provide the Client with accommodation and any related services in the agreed quality and scope, and the Client undertakes to pay the Operator the agreed price.
3. By sending the order, the Client confirms that they have fully familiarized themselves with the wording of these GTC and accepts them as a condition and an integral part of the contract.

Article 3 | Booking your stay, price, and payment

1. Reservations for stays and services can be made in person, by telephone, by email, or via the electronic form located on the Operator's accommodation facility website or on the websites of the Operator's contractual partners (e.g., Booking.com, Hotel.cz, and others). The telephone and email contact details for the Operator's accommodation facility are listed on the website at www.penzionlysa.cz.

2. Approximate prices for accommodation and any other services are listed in the Operator's presentation materials (website, brochures etc.). The price listed in the booking confirmation/accommodation voucher, including the specification of the scope of agreed services, is binding for the Client. If, as a result of force majeure or changes in legislation, it becomes impossible or significantly more difficult to provide the agreed services, or if the price of the services increases, the Operator is entitled to propose a reasonable change to the terms of the stay or to cancel the contract; this does not affect the Client's rights under the law.
3. The Client is obliged to pay the Operator the agreed contractual price for the stay and services. The prices for the stay and services provided by the accommodation facility are listed on the accommodation facility's website, communicated to the Client in the form of an individual offer, or listed on the websites or applications of accommodation intermediaries (e.g., Booking.com, Hotel.cz, or others) that provide accommodation and services for the Operator. The price of the stay and services is binding for the Client in accordance with the booking confirmation/voucher.
4. Payment for services ordered by the Client and confirmed by the Operator shall be made by the Client, as a rule, in the form of payment via a payment gateway, advance payment, or payment for ordered services based on a pro forma invoice (document) sent to the Client, by the date specified on the document as the due date. Accommodation and services are considered paid on the date the payment is credited to the Operator's bank account.
5. In the event of early termination of the stay, there is no entitlement to a refund, unless the termination of the stay was due to reasons on the part of the Operator.
6. Payment methods:
 - Payment by bank transfer or cash deposit in CZK to the relevant bank account of the accommodation facility specified on the Operator's document (advance payment slip, invoice etc.),
 - Payment online via the Operator's payment gateway or via a payment gateway provided by an accommodation intermediary (e.g., Booking.com, Hotel.cz, or others),
 - Payment in cash or by other means is possible upon prior agreement with the Operator.
7. If the Client is in default with payment for accommodation or services, the Operator (accommodation facility) has the right to charge the Client, and the Client is obliged to pay the Operator, interest on late payment in accordance with Government Regulation No. 351/2013 Coll., which determines the amount of interest on late payment and costs associated with the enforcement of claims.
8. All payments shall be made in Czech crowns (CZK).
9. In the event of circumstances that prevent the Operator from providing the Client with the service according to the order (reservation), and if it is possible, given the situation, to provide the Client with another service of the same scope and quality, or at least close to the originally ordered service, or to provide the same service at an alternative date, the Operator is entitled and obliged to make the appropriate changes. In such a case, the

Operator is obliged to inform the Client of the conditions of this change without undue delay and to propose this change to the Client. If the Client does not agree with the change thus notified, they are entitled to cancel the use of the service and, if the change concerns accommodation services, to withdraw from the Contract. The Operator is then obliged to return to the Client, without undue delay after such cancellation of the service, the performance attributable to the cancelled service and, in the event of withdrawal from the Contract, to return to the Client all performance paid in connection with the Contract.

Article 4 | Basic Rights and Obligations of the Client

1. Client rights:

- a) the right to the proper provision of contractually agreed and paid services,
- b) the right to be informed of any changes to the contractually agreed services,
- c) the right to withdraw from the contract (confirmed order) in accordance with these GTC at any time before the start of the stay or use of individual services,
- d) the right to complain about defects for which the Operator is responsible.

2. Client obligations:

- a) To provide the Operator (accommodation facility) with the cooperation necessary for the proper provision of accommodation and services, in particular to provide truthful and complete information in the order or accommodation form, including reporting any changes to such information,
- b) To inform the Operator (accommodation facility) without undue delay of their opinion on any changes in the conditions and content of the agreed services,
- c) Fill in the documents necessary for the use of services (accommodation card etc.) at the Operator (accommodation facility) and arrive at the place of stay at the specified time, i.e. check in and check out (start and end of accommodation) on time,
- d) In the event of withdrawal from the contract, the Client is obliged to notify the Operator (accommodation facility) of such withdrawal in writing and pay a cancellation fee in accordance with the cancellation conditions specified in Article 6 of these GTC.
- e) The Client is liable for any damage caused by themselves or persons staying with them at the accommodation facility, its equipment, or the property of other guests. The Operator is entitled to claim compensation for damage to the extent specified by law and to demand a reasonable deposit.
- f) Accommodation of animals (pets) is only possible if the Operator has given their written consent,
- g) Report any defects in the services provided during their stay and make any complaints without undue delay,
- h) Comply with the general rules of peaceful coexistence, in particular:
 - to behave in such a way that the Client and persons accommodated with him/her do not disturb or restrict the use of accommodation and other services of other clients of the accommodation provider,
 - to observe quiet hours between 10 p.m. and 6 a.m.

- i) Respect the instructions in the fire regulations and fire alarm guidelines, which are posted in the corridors of the accommodation facility, and the instructions in the evacuation regulations, which are posted in the room, among other places, and comply with general safety and fire protection rules, such as, in particular, the ban on smoking in rooms and inside all buildings, no open flames in any indoor areas, no flammable substances or other hazardous chemicals in the accommodation facility,
- j) Observe the maximum speed limit of 5 km/h on the premises of the guesthouse.

Article 5 | Fundamental Rights and Obligations of the Operator

1. Rights of the Operator (accommodation facility):

- a) to request a reasonable refundable deposit,
- b) refuse accommodation to persons under the influence of alcohol or addictive substances,
- c) terminate the stay without compensation in the event of a gross violation of the accommodation rules (in particular repeated violations of nighttime quiet hours, smoking in the building, damage to equipment, aggressive behavior etc.),
- d) enter the room for operational, safety, or emergency reasons,
- e) refuse a reservation (order) for any reason, even without giving a reason.

2. Obligations of the Operator (accommodation facility):

- a) to provide the Client with information regarding the stay or services to the extent specified by the Operator,
- b) to secure the Client's stay on the basis of a confirmed order (contract) and in accordance with generally binding legal regulations,
- c) in the event of withdrawal from the concluded contract by the Client in accordance with these GTC or the law, to pay the difference between the price already paid for the stay and the relevant cancellation fees within 14 days of receiving written notification of the cancellation,
- d) The Operator is liable for items brought in to the extent specified by law, pursuant to Section 2946 of the Civil Code; no parking area is a guarded parking lot and the accommodation provider does not provide any supervision of the Client's parked vehicles.

Article 6 | Withdrawal from the contract and cancellation conditions

- 1. The Client acknowledges that pursuant to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended, it is not possible to withdraw from a contract for accommodation, transport, catering, or leisure activities if the Provider provides these services at a specified time.
- 2. The client has the right to cancel their stay at any time, i.e. withdraw from the contract (confirmed order), under the conditions set out below. The contractual relationship is terminated and the stay (services) canceled on the date on which the withdrawal (cancellation of the stay) is demonstrably notified in writing to the operator (accommodation facility). In the event of withdrawal from the contract, the operator (accommodation facility) has the right to charge compensation/a cancellation fee. The cancellation policy is an

integral part of the contract between the Client and the Operator (accommodation facility). The cancellation policy applies to the cancellation of reservations for stays and other services by the Client. The severance payment/cancellation fee is payable immediately upon delivery of the withdrawal from the contract. After deducting the severance payment/cancellation fee from the total price of the stay, the Client will receive the remainder of the paid price back. If the amount of the compensation/cancellation fee exceeds the price paid (or deposit), the Client is obliged to pay (pay the full amount) to the Operator (accommodation facility) an amount equal to the compensation/cancellation fee no later than 14 calendar days after withdrawal.

3. Cancellation of the stay must be made in writing, either by email to info@penzionlysa.cz or by other verifiable means. The decisive factor for determining the time of cancellation of the stay is the moment of delivery of the notification to the Operator.

4. Cancellation fee:

If you cancel your stay 20 days or more before arrival, the cancellation fee is	0%
If you cancel your stay 11-19 days before arrival, the cancellation fee is	50%
If you cancel your stay 5–10 days before arrival, the cancellation fee is	75%
If you cancel your stay 4 days or less before arrival, the cancellation fee is	100%
For larger groups, individual cancellation fees can be arranged.	

5. The Operator shall not charge the Client the above cancellation fees if the Client was unable to use the agreed services for the following reasons: death in the family, hospitalization of the Client or a member of their family, serious illness, call-up order, natural disaster. The Client is obliged to provide the Operator with written proof of the above circumstances without undue delay, no later than 3 days after they occur.

6. If the exact time of arrival and commencement of the stay has not been specified between the Client and the Operator, it is assumed that the Client will arrive for the commencement of accommodation between 2:00 p.m. and 6:00 p.m. If the exact time of arrival has been agreed and the Client does not arrive within 2 hours of the agreed time of arrival without informing the Operator in advance, or if the Client does not check in according to the Operator's instructions, the Operator is entitled to cancel the reservation.

Article 7 | Processing of personal data and commercial communications

1. The Operator (accommodation facility) will use the Client's personal data only for the contractual relationship between the Operator (accommodation facility) and the Client. The personal data provided will be processed in accordance with Article 6(1)(b) and Article 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The processing of personal data is governed by a separate document of the Operator – Processing of Personal Data.

2. Commercial communications are sent only on the basis of the Client's separate and voluntary consent. This consent is not a condition for concluding a contract and may be revoked at any time.

Article 8 | Out-of-court settlement of consumer disputes

1. Pursuant to Section 1820(1)(s) of Act No. 89/2012 Coll., the Civil Code, as amended, and Section 14(1) and Section 20d et seq. of Act No. 634/1992 Coll., on Consumer Protection, as amended, the Operator hereby informs the Client that, as a consumer, they may refer a proposal for out-of-court settlement of a consumer dispute to the out-of-court consumer dispute resolution body, which is the Czech Trade Inspection Authority, at www.coi.cz. The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in the manner and under the conditions laid down by the relevant legal regulations. The Czech Trade Inspection Authority, with its registered office at Gorazdova 1969/24, Nové Město, 12000 Prague 2, ID No.: 000 20 869, website: www.coi.cz, is responsible for the out-of-court settlement of consumer disputes arising from contracts. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Operator (accommodation facility) and the Client arising from the contract (confirmed order).
2. The provisions of paragraph 1 of this article of the GTC do not exclude the possibility for the Client, as a consumer, to bring their claim before a civil court.

Article 9 | Final provisions

1. These GTC shall become valid and effective on January 1, 2026, and shall replace in their entirety the previous GTC, which were valid and effective until December 31, 2025.
2. These terms and conditions of business and cancellation are an integral part of the accommodation order and accommodation voucher.
3. The operator reserves the right to make any changes to these GTC. Any changes to the GTC shall not affect the contractual relationship that arose during the period of validity of the previous version of the GTC.
4. The current version of the Operator's GTC is published and available on the Operator's website.

In Prague, on January 1, 2026
ALFA RELAX s.r.o.
Ing. Václav Houštický, Managing Director