

GENERAL TERMS AND CONDITIONS

ACCOMMODATION RULES

Harmony Club Hotely, a.s.

Place of business at Bedřichov 106, 543 51 Špindlerův Mlýn

Registered in the Commercial Register maintained by the Regional Court in Hradec Králové, File No. B 990

Company ID: 60108878

Tax ID: CZ60108878

(Hereinafter also the “Hotel” or “Accommodation Provider”)

The Špindlerův Mlýn Facility Bedřichov 106, 543 51 Špindlerův Mlýn

1. Accommodation Agreement Conclusion Conditions

- 1.1 Guests are accommodated in the Hotel based on an accommodation agreement concluded in accordance with the provisions of Section 2326 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, under which the Hotel provides an accommodated person with temporary accommodation for an agreed period or for the period derived from the purpose of accommodation in a facility designated for this purpose, and the accommodated person (hereinafter also the “Guest”) undertakes to pay the Accommodation Provider for the accommodation and related services the respective remuneration within the period stipulated in these Accommodation Rules (hereinafter also the “Agreement”).
- 1.2 The Agreement is always concluded in writing. To comply with the form, a written confirmation of the order or reservation is sufficient.
- 1.3 The rights and obligations of the parties to the Agreement that are not expressly governed by the Agreement are governed by these Accommodation Rules and the Accommodation Provider’s service pricelist. If there is a discrepancy between the Agreement and these Accommodation Rules and/or the Accommodation Provider’s pricelist, the Agreement prevails.
- 1.4 If a guest fails to comply with the obligations arising from the Agreement and the Accommodation Rules and/or the Accommodation Provider’s pricelist enclosed to it or if they otherwise violate the good manners expected in the Hotel (hereinafter the “Misconduct”), the Accommodation Provider is entitled to terminate the Agreement before its expiration, even without a notice period, if the guest was notified about their Misconduct by the Hotel in accordance with the provisions of Section 2331 of the Civil Code.

2. Agreement Conclusion, Reservation

- 2.1 The Guest is obliged to book the accommodation with the Accommodation Provider in writing or by phone and then confirm it in writing to the Accommodation Provider. Written reservation or confirmation of a phone reservation as above refers to an order placed via the reservation form e-mailed to the Accommodation Provider at obchod@harmonyclub.cz, recepce@harmonyclub.cz, harmonysm@harmonyclub.cz or mailed to the address of the Hotel and/or facility specified in the heading of these Accommodation Rules.
- 2.2 When the Accommodation Provider receives a written order or reservation confirmation from the Guest, it will issue a request for payment of a deposit in the amount of 30-50% of the expected accommodation price and mail it to the Guest to the address specified by the Guest in the order in accordance with Section 2.1 hereto. The Guest is obliged to pay the deposit by the deadline and in accordance with the terms and conditions specified in the request of payment. A deposit is not required for reservations made

seven or less calendar days before the requested accommodation commencement date. In this case, the accommodation price is paid in full during the check-in or check-out process.

- 2.3 The Agreement is concluded subject to the cumulative fulfilment of two conditions, which consist of delivery of a written order or reservation confirmation to the Accommodation Provider and the moment when the Accommodation Provider receives the amount that represents an accommodation deposit or accommodation price from the Guest in the cases when a deposit is not required in accordance with paragraph 2.2 hereto.
- 2.4 By concluding the Agreement, the Guest acknowledges that within the events organised by the Hotel for the guests, the Hotel is entitled to produce photo and/or video documentation of such events to promote the Hotel, but exclusively in an anonymous version without the guest's name or other personal information, with the exception of their photo or activity. Such materials may be used on the Hotel's social network profiles exclusively.

3. Reservation Cancellation, Withdrawal from the Agreement Prior to Accommodation Commencement, Failure to Commence Accommodation

- 3.1 If the Guest does not pay the deposit in accordance with Article 2 paragraph 2.2 of these Accommodation Rules duly and/or in time, the accommodation reservation is cancelled as a result of the futile passing of the due date of the request for payment.
- 3.2 The Guest is entitled to withdraw from the Agreement prior to commencing the accommodation without stating the reason. The Guest is obliged to submit a written agreement withdrawal notification to the Accommodation Provider. In this case, the Accommodation Provider is entitled to charge the Guest a cancellation fee calculated from the deposit amount, whereas the cancellation fee will be determined as follows:

When the Accommodation Provider receives the withdrawal notice (in calendar days)	Cancellation fee rate (in %)
Cancellation 30 or more days prior to the accommodation commencement	0% of the total accommodation price
Cancellation 29-14 days prior to the accommodation commencement	30% of the total accommodation price
Cancellation 13-7 days prior to the accommodation commencement	50% of the total accommodation price
Cancellation 6 or less days prior to the accommodation commencement	100% of the total accommodation price

In the event that the Guest does not arrive to utilise the accommodation within 24 hours after the arranged accommodation commencement, the Accommodation Provider is entitled to withdraw from the Agreement and, at the same time, charge the Guest a cancellation fee of 100% of the deposit amount. This does not apply if the Guest notified the Accommodation Provider about their delayed arrival in advance by phone or in writing; however, no later than 1 day before the scheduled arrival. The form of notice is adequately subject to the conditions set out in Article 2, paragraph 2.1 of these Accommodation Rules.

4. Arrival to the Hotel

- 4.1 The Guest will report to the Hotel's receptionist.
- 4.2 At the reception desk, the Guest will present their ID, passport, or another proof of identity (e.g. a residence permit), based on which the receptionist will verify the Guest's identity.

- 4.3 Unless otherwise agreed, guest accommodation starts at 2 p.m.
- 4.4 Once the stay is over and the accommodation price is paid in full, the Accommodation Provider will issue a tax document confirming the payment of the full price. The provision of the last sentence of Article 2 paragraph 2.2 hereto is thus not affected; in this case, the Accommodation Provider will issue a tax document certifying the payment of the entire stay to the Guest.
- 4.5 When the Guest arrives, the Accommodation Provider is entitled to request a deposit in the amount of the maximum CZK 5,000 per room or request to put a credit card on file to cover for consumption. Such deposit would be refunded upon check-out, either in full or decreased in accordance with the terms and conditions stipulated in Article 7 of these Accommodation Rules.
- 4.6 The receptionist will request that the Guest familiarise themselves with the Accommodation Rules no later than on the day of the Guest's arrival. The Accommodation Rules are available at the reception desk or on the website.
- 4.7 The number of persons accommodated in the room corresponds with the number of registered persons. The Guest is obliged to report their exact number during check-in.
- 4.8 The accommodation duration is defined no later than during the Guest's check-in and recorded to the accommodation book. The accommodation duration may only be extended with the consent of the Accommodation Provider, and the extension must be recorded in the accommodation book.

5. General Accommodation Rules

- 5.1. The Guest has the right to use the room reserved for their accommodation, as well as the hotel common areas, and utilise the services associated with the accommodation.
- 5.2. During the check-in, the Guest will receive a room key or a magnetic or chip card that is used to enter the Hotel as well (hereinafter together the "Keys"). The Guest is obliged to prevent the Keys' loss, destruction, or damage, as well as to prevent access to them by third persons who are not direct participants in the Agreement concluded between the Guest and the Accommodation Provider.
- 5.3. The Guest is obliged to:
- Familiarise themselves with the Accommodation Rules and comply with them;
 - Pay the accommodation price per the effective pricelist;
 - Use the room properly, maintain cleanliness and order in all the accommodation designated facilities;
 - Keep the accommodation facilities clean;
 - Protect accommodation facility equipment and accessories from damage;
 - Immediately report any damage caused by the Guest or person(s) accommodated with the Guest in the Hotel;
 - Not to disturb other persons with excessive noise between 10 p.m. and 7 a.m.;
 - When leaving the room, close the water taps, turn off the lights and electrical appliances that are not used when the Guest is not present in the room, and close the windows.
- 5.4. Without the Accommodation Provider's consent, the Guest is not allowed to:
- Carry out substantial changes on the premises (move the furniture, equipment, etc.);
 - Remove any equipment or accessories from the premises;

- Use own appliances on the premises, except for small appliances used by the Guest for personal hygiene and office work;
- Sub-let the room to another person;
- Receive visitors in the room. Visitors must be recorded in the visitors' book. Visits are allowed from 8 a.m. to 7 p.m. and only with the Accommodation Provider's consent. Visitors can be received in the Hotel's common area only;
- Provide the address of the Hotel and its accommodation facility as the place of their business;
- Bring pets to the Hotel; the pet's owner is obliged to prove the animal's good health by showing its valid vaccination card upon request. The Guest is obliged to clean their pet's excrements on the Hotel's entire premises where trash bins and bags are provided for this purpose. If the Guest does not comply with this requirement, they can be fined up to CZK 5,000.

5.5. On the premises, the Guest must not:

- Carry a weapon, ammunition, explosives, or keep such items in a state that would enable their immediate use;
- Keep, manufacture, or receive narcotic or psychotropic substances or drugs, unless these are pharmaceuticals prescribed to the Guest by a physician;
- Smoke, not even from an open window; in the case of this ban's breach, the Guest will be fined CZK 2,000;
- Use an open flame.

6. Accommodation Provider's Liability for the Guest's Belongings

- 6.1 Upon the Guest's request, the Accommodation Provider will take their money, jewellery, or other valuables for safekeeping. The Hotel has the right to refuse such safekeeping if the items are dangerous or if their value or size is disproportionate to the accommodation facility. The Accommodation Provider requests that valuables are handed over in a closed or sealed box.
- 6.2 A request for reimbursement of loss incurred in relation to the Guest's belongings can only be submitted within 15 days from discovery of the loss. Losses caused by the Guest or a person accompanying them will not be reimbursed.
- 6.3 If the Guest's belongings are found in the room after their check-out and the accommodation price has not been paid, the Accommodation Provider will remove the Guest's belongings from the room to prevent their damage. Once the amount owed is paid, the Accommodation Provider will release the stored items to the Guest.

7. Safety – Guest's Liability for Caused Damage

- 7.1 The Guest is obliged to familiarise themselves with the safety regulations and evacuation plan in the case of fire. This plan is available in every room and at the reception desk.
- 7.2 The Guest acts in a manner not to cause any unreasonable detriment to another person's freedom, life, health, or belongings.
- 7.3 Should the Guest cause damage to the Accommodation Provider's assets by their actions, such damage will be covered from the Guest's deposit per Article 4 paragraph 4.5 of the Accommodation Rules. If the damage incurred exceeds the deposit, the Guest will be obliged to cover the difference.

8. Departure from the Hotel

- 8.1 The Guest is obliged to move out of their room by 12 p.m.
- 8.2 Unless otherwise agreed, the Guest will close the room's door and leave the key card at the Hotel's reception desk.

9. Personal Data Handling Information

- 9.1 The Hotel processes personal data in accordance with Regulation (EU) No. 2016/679 of the European Parliament and Council of 27 April 2016, the General Personal Data Protection Regulation, and other generally binding legal regulations.
- 9.2 Detailed information on personal data processing is available within the Notification to the Clients document on the Hotel's website and upon request at the Hotel's reception desk.

These Accommodation Rules came into force and effect on 1 January 2018.