

GENERAL TERMS AND CONDITIONS

For customers of accommodation and services at Hotel Palác Elektra ***

I. Definitions and Introductory Provisions

1. Definitions:

- **The Accommodation Provider** is the company Prosper Elektra a.s., Company ID: 05277965, with its registered office at Umělecká 305/1, Moravská Ostrava 702 00, Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B, Entry 10843.
 - **The Customer** is any person who enters into negotiations with the Accommodation Provider for the purpose of concluding an accommodation contract.
 - **The Guest** is any natural person to whom the accommodation services are directly related.
 - **The Intermediary** is the operator of an accommodation portal.
 - **Accommodation premises** are apartments.
 - Temporary rental of hotel apartments for accommodation or other accompanying services are referred to as services.
 - Common areas mean the outdoor and indoor areas of the accommodation facility or building, in particular galleries and staircases.
 - The accommodation premises as well as the common areas of the accommodation facility together form the accommodation building.
2. The Accommodation Provider issues these General Terms and Conditions (hereinafter "GTC") pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended.
 3. The GTC regulate the contractual relationship between the Accommodation Provider and the Customer who is interested in the temporary rental of hotel apartments for accommodation or other accompanying services, orders them and reserves them.
 4. By booking services, the Guest declares that he/she has read and understood the GTC. The GTC become part of the pre-contractual arrangements at the moment these negotiations begin between the Accommodation Provider or the Intermediary and the Guest, and part of the contract at the moment of its conclusion.
 5. Accommodated Guests are governed by the legal order of the Czech Republic, the GTC, and the Accommodation Rules of Hotel Palác Elektra *** (hereinafter referred to as the "Accommodation

Facility”). The accommodated Guest accepts the GTC and the Accommodation Rules as contractual conditions of accommodation and is obliged to comply with their provisions.

6. Each Guest is obliged to familiarize themselves with the Accommodation Rules; ignorance of them will not be taken into account. The Accommodation Rules are available at the reception desk of the Accommodation Facility, in individual apartments, and on the website.

II. Establishment of the Contractual Relationship

1. The Accommodation Provider offers accommodation and, where applicable, additional services by means of offers, in particular on websites, by commercial communications (with the recipient’s prior consent), through approved intermediaries (Booking, Previo), as well as by means of advertising materials of the Accommodation Provider.
2. The Guest expresses their will to be accommodated by sending a reservation to the Accommodation Provider or to the operator of the accommodation portal, either by phone at +420 595 133 644, by email at recepce@palac-elektra.cz, by completing and submitting the web form on www.palac-elektra.cz, or through the intermediary’s portals.
3. A reservation must contain:
 - Guest’s first name and surname
 - Period of stay
 - Guest’s contact details: phone, email, address
 - Method of payment for services
 - Number of persons
 - Scope of additional services
4. If the Accommodation Provider agrees with the reservation (its content), he shall send the Customer (Guest) a confirmation of the reservation.
5. The contractual relationship between the Guest and the Accommodation Provider arises upon confirmation of the reservation by the Accommodation Provider. The Accommodation Provider undertakes to provide the Guest with accommodation and ensure the agreed services to the agreed extent and quality, and the Guest undertakes to pay the agreed price to the Accommodation Provider.
6. Until the contract is formed (reservation confirmed), the Accommodation Provider is entitled to unilaterally change the conditions (parameters) of accommodation.
7. The Accommodation Provider has the right not to conclude the accommodation contract, without giving any reason.
8. Individual conditions of service provision and guest accommodation are always defined during the binding reservation process, and the Guest is charged the corresponding price for this type of accommodation.
9. A confirmed reservation is binding.

10. If the Accommodation Provider is unable to comply with the contract in whole or in part due to force majeure, he shall immediately inform the Customer or Guest (if performance has already begun) of this fact and present a proposal to amend the contract. Force majeure shall mean circumstances beyond the Accommodation Provider's control (e.g., decisions of public authorities, war, strike, blockade, natural disaster, etc.) which the Accommodation Provider could not foresee or prevent, even if he exercised all reasonable efforts. In such case, the Guest has the right to refuse the proposed amendment within the specified period. If the Guest refuses, the Accommodation Provider has the right to withdraw from the contract. In such case, the Accommodation Provider shall not be liable to compensate the Guest for any damage related to the force majeure event.
11. The Accommodation Provider is obliged to inform the Guest of any changes in the contractually agreed services.

III. Payment Terms

1. The Guest is obliged to pay the agreed contractual price for the accommodation and for any other services used, at the latest upon departure. In the case of stays lasting 2 nights or more, the Accommodation Provider is entitled to require advance payment.
2. The Accommodation Provider is entitled to invoice his services at any time or on an ongoing basis.
3. The Accommodation Provider reserves the right to request a deposit/security in the form of pre-authorization/blocking of the relevant amount corresponding to the payment for the reserved accommodation and the value of the minibar in the apartment, on the Guest's debit/credit card, or another form of financial guarantee. If this cannot be carried out (e.g., the Guest does not have a payment card), the Accommodation Provider is entitled to require advance payment.
4. The Accommodation Provider is entitled to use the blocked financial means to cover any unpaid claims incurred during the stay (e.g., beverages, consumption, violation of the smoking ban, contractual penalties, compensation for damages, etc.).
5. The prices of services provided are listed in the currently valid catalog, price lists, offers, or on www.palac-elektra.cz, or on the relevant intermediary's website.
6. The stay of children up to 5 years old is free of charge if they share a bed with their parents. The stay of a child on an extra bed is governed by the valid price list.
7. The amount of the local accommodation tax is determined by the relevant municipality's generally binding ordinance and is not included in the accommodation price.
8. The accommodation price includes, in particular, the use of all apartment facilities, kitchen and appliances, bed linen, water and electricity consumption, heating, Wi-Fi, and final cleaning.
9. Services are considered paid on the day the payment is credited to the bank account or on the day cash is paid.
10. If accommodation services are not paid for, all costs associated with the recovery of the outstanding amount shall be borne by the Guest.
11. Unless otherwise agreed, the amount of deposits and the schedule of payments are as follows:
 - For reservations for the following year (pre-reservation pursuant to Article II, point 6), the Guest is obliged, at the time of the contract formation, to pay a deposit of 50% of the set price (or another amount specified on the document). The balance must be paid no later than at the end of the stay.
 - In the case of a reservation made by email, telephone, or in person at the hotel reception less than 7 days before the start of the stay, the Guest must follow the payment procedure according

to the instructions and personal arrangement with the employee or representative of the Accommodation Provider.

12. Payment methods:

- Bank transfer or cash deposit in CZK to account number 252 088 002/5500 at Raiffeisenbank a.s. in the Czech Republic (IBAN: CZ96 5500 0000 0002 5208 8002, SWIFT: RZBCCZPP)
- Cash payment at the hotel reception
- Payment by credit/debit card (Visa, Maestro, EuroCard, MasterCard, American Express, Diners Club)
- Online payment via Comgate payment gateway

13. The Guest's stay can be fully or partially paid by the employer or another organization. In this case, the Guest must indicate this when placing the order, and the stay will be invoiced to the Customer based on the order.

14. If the Guest is late in paying for the services provided, the Accommodation Facility is entitled to charge the Guest default interest in accordance with Government Regulation No. 351/2013 Coll.

15. All payments shall be made in Czech crowns (CZK).

IV. Reservation and Guest Arrival

1. The Accommodation Provider is entitled to accommodate only Guests who have a valid reservation (accommodation confirmation by email) and who are properly registered with the Accommodation Provider.
2. For registration purposes, Guests are required to present a valid identity document at the latest upon arrival. A valid identity document is considered to be an identity card or a passport. A document whose validity expires before the end of the stay is not considered valid.
3. If the Guest does not present a valid identity document, the Accommodation Provider is entitled to refuse accommodation, with the effect of an obstacle on the part of the Guest (cancellation).
4. Based on a valid reservation and proper registration, the Accommodation Provider is obliged to accommodate the Guest on the agreed date of arrival **between 13:00 and 19:00**. During this time, the accommodation is reserved for the Guest, unless otherwise agreed in writing between the Accommodation Provider and the Customer.
5. The Accommodation Provider is not obliged to accommodate Guests without prior confirmed reservations or Guests arriving after 19:00. In such case, accommodation and registration will take place the following day during check-in hours, or at another time by prior agreement, but with the effect of an obstacle on the part of the Guest from the originally agreed date of accommodation.
6. For reservations for the following year, only a pre-reservation of the contractual relationship may be made, i.e., an expression of interest in a specific date of accommodation by providing an email, phone number, and name. The Accommodation Provider reserves the right to confirm such reservation only after determining the current price list for accommodation for the given calendar year. The interested party will then be contacted by reception staff, and to confirm the reservation, a deposit of 50% of the accommodation price for the given date must be paid. In the event of cancellation less than 14 days prior to arrival, the deposit is non-refundable.
7. The Accommodation Provider shall hand over the apartment to the Guest in a condition fit for proper use, including furnishings, equipment, and accessories. The Guest is obliged to check the

condition and quantity upon takeover, and from the moment of acceptance until return, is liable for any damage to the items taken over. Temporary malfunctions, defects, or wear and tear that do not prevent the use of accommodation do not entitle the Guest to claims for defective performance.

V. Stay

1. The Guest is entitled to use the apartment as well as the common areas for the duration of the agreed contractual stay, i.e., from the moment of proper registration until the moment they are obliged to check out.
2. The Accommodation Provider reserves the right, in exceptional cases, to provide the Guest with accommodation other than that originally agreed, provided that it does not substantially differ from the confirmed reservation.
3. The Guest acknowledges that the outdoor areas (galleries) are common and shared with other accommodated Guests, and the exercise of rights related to the use of these areas is therefore shared and may be disturbed in the sense of ordinary use by multiple persons, in particular increased noise, movement, etc.
4. If the Guest, under the influence of alcohol or drugs, cannot be relied upon to comply with the accommodation conditions, they may be denied entry to the Accommodation Facility or expelled from the premises until they are able to comply again, without any claim for compensation. Repetition of such behavior is grounds for the Accommodation Provider's immediate withdrawal from the contract.
5. Only the Accommodation Provider's staff and properly registered Guests are allowed to move freely within the Accommodation Facility. Guest visitors may be admitted only with the Accommodation Provider's consent, between 08:00 and 20:00. Visitors are not entitled to use the accommodation facility or its equipment. The Guest is responsible for the conduct of their visitors and must ensure that they are acquainted with the accommodation conditions. The Accommodation Provider has the right, at its own discretion, to deny entry to any other person into the premises or subsequently expel such a person.
6. Parties or celebrations are prohibited in the accommodation facility.
7. The Accommodation Provider offers Guests the possibility of staying with a pet. The fee for the stay is stated in the valid price list. The Guest is obliged to comply with the Conditions of Stay with Animals, which are published on www.palac-elektra.cz.

VI. Liability for Damages

1. The Guest and third parties whose entry into the accommodation premises was permitted by the Customer or the Guest shall be jointly and severally liable to the Accommodation Provider for damages incurred, in particular for loss and damage caused to the accommodation equipment, furnishings, or accessories of the apartment accepted by the Guest, or which are presumed to have been accepted.
2. The Guest or such third parties shall pay for the damage caused unless they prove that they did not cause it. This claim of the Accommodation Provider also applies to damage discovered only after the Guest's departure.
3. The Guest is obliged to take personal care of their belongings, especially to protect them against loss, theft, or destruction, and is not entitled to transfer this responsibility to the Accommodation Provider. The Guest is not permitted to bring into the accommodation premises items not directly

related to the purpose of temporary accommodation. The Accommodation Provider is not liable for loss or damage to such items.

4. It is prohibited to carry or store weapons anywhere in the accommodation building.
5. Guests are entitled to use the wireless internet connection (Wi-Fi) free of charge. The Accommodation Provider is not responsible for the security of the connection.
6. Smoking is prohibited in rooms and indoor areas of the hotel, including electronic or similar cigarettes, due to the risk of triggering fire alarms. Violation of the smoking ban in rooms is subject to a contractual penalty of CZK 1,000. The designated smoking area is limited to the galleries, where ashtrays are provided. Guests shall smoke in a way that does not disturb or interfere with the stay of other Guests. The Accommodation Provider points out the strict prohibition of throwing cigarette butts from the galleries.
7. The Accommodation Provider is not liable for damage to stored or brought-in items. The Accommodation Provider is also not responsible for other items left behind by Guests. The Accommodation Provider shall not be liable for damage to the health or property that the Guest causes to themselves, the provider, or third parties.
8. If the Guest violates the accommodation conditions, the Accommodation Provider has the right to terminate the Guest's stay before the originally agreed departure date.

VII. Check-out and Guest Departure

1. The Guest may use the accommodation premises for the duration of the agreed contractual stay, i.e., from the moment of proper registration until the moment they are obliged to check out.
2. Unless otherwise agreed in writing with the Accommodation Provider, the Guest must check out no later than 10:00 a.m. on the last day of the agreed stay, and at the same time vacate and hand over the accommodation facility. Failure to do so entitles the Accommodation Provider to charge the Guest a contractual penalty (CZK 200 for each commenced hour) for non-vacation of the accommodation, in accordance with the current price list, as well as compensation for damage (e.g., cost of delayed room cleaning). Payment of the contractual penalty does not entitle the Guest to continued use of the accommodation facility. In case the apartment is reserved by another Guest, the Accommodation Provider is entitled to remove the Guest's personal belongings and allow cleaning of the apartment so as not to infringe upon the rights of the next Guest under an already concluded contract.
3. The Accommodation Provider may extend the Guest's stay only if capacity is available.
4. If the Guest ends their stay earlier than agreed in the reservation confirmation, the Accommodation Provider has the right to charge the Guest for the entire stay, including services.
5. The Guest is obliged to return the apartment to the Accommodation Provider in the same condition in which it was received, including all furnishings and equipment, taking into account normal wear and tear. If the Accommodation Provider discovers damage after the Guest's stay, the Guest must compensate the Accommodation Provider in full. The Guest is also liable for damage caused by third parties whom the Guest knowingly or negligently (e.g., by leaving keys unattended) allowed to enter the accommodation premises.
6. Upon check-out, the Guest must secure the apartment as when leaving it, hand over the keys, and return any other items provided during the stay.

7. The Accommodation Provider is entitled to terminate the provision of services to the Guest and withdraw from the contract with immediate effect, without the Guest's right to a refund, in the following cases:
 - The Guest intentionally or negligently damages the Accommodation Provider's property, or their behavior is contrary to good manners, morality, or disturbs third parties.
 - The Guest's state of health endangers the health of third parties or staff.
 - Due to force majeure, as defined in Article II, point 10.

VIII. Cancellation of Reservations, Cancellation Policy

1. A cancellation shall always mean the cancellation, postponement, or modification of a confirmed order.
2. The Customer is obliged to make a cancellation only in writing (by email) at: recepce@palac-elektra.cz.
3. If the Customer cancels ordered and confirmed services, they are obliged to pay the Accommodation Provider cancellation fees according to the price conditions of the given reservation. Cancellation fees shall be calculated from the price of the canceled services including VAT, as follows:
 - Cancellation of stay 4 or more days before arrival – cancellation free of charge, except for Article IV, point 6
 - Cancellation of stay 2–3 days before arrival – 50% of the reservation price
 - Cancellation of stay less than 1 day before arrival – 100% of the reservation price
 - Obstacles on the part of the Guest – the Accommodation Provider is entitled to charge 100% of the stay price
 - Obstacles on the part of the Accommodation Provider – force majeure pursuant to Article II, point 10
4. In the event of withdrawal from the concluded contract by the Client in accordance with these conditions or the law, the Accommodation Provider is obliged to refund, no later than 14 days after receipt of the cancellation in writing, the difference between the already paid stay and the relevant cancellation fees.
5. If an already paid stay is shortened due to force majeure, the Accommodation Provider undertakes to return the paid amount to the account specified by the Guest for this purpose within two working days, even if payment was made by payment terminal.
6. If the Guest unilaterally cancels part of the stay or does not use some of the already paid services, they are not entitled to a financial refund. In case of cancellation of already ordered services, the hotel reserves the right to apply cancellation conditions by debiting the Guest's hotel account under the following conditions: 100% of the unused services price, if canceled less than 24 hours before use.

IX. Complaints Procedure

1. Upon arrival, the Guest is obliged to familiarize themselves with the accommodation premises. The Guest must assert claims for defects in services (complaints) without undue delay after discovering the reasons for making the complaint, so that corrective measures can be taken, but

no later than the following calendar day; otherwise, the right to make a complaint expires. This shall be done by identifying the defect or reporting how it manifests itself at the hotel reception. Complaints must be made on site, which enables their immediate handling and possible rectification.

2. Rights arising from liability for defects in the accommodation services provided shall expire unless exercised before the end of the stay, unless otherwise stipulated by law.
3. When asserting a claim for defective performance, the Guest is obliged to properly justify their complaint and, if possible, provide supporting evidence. At the same time, they must present proof of the provided service, a copy of the order, invoice, etc., or, where applicable, the item complained about.
4. If the Guest asserts rights for defective services provided or being provided, the Accommodation Provider (or an authorized person) is obliged, after necessary examination of the factual and legal circumstances, to decide on the complaint immediately, and in complicated cases without undue delay. The complaint must be resolved no later than 30 days after it is made, unless a longer period is agreed with the Guest. The time necessary for expert assessment of the defect is not included in this period.
5. The Guest is obliged to provide the necessary cooperation in handling the complaint, in particular to provide information, submit documents proving the facts, specify their requirements in terms of reason and amount, etc. If necessary, the Guest must allow access to the accommodation space rented to them in order to verify the justification of the complaint and to enable rectification.
6. If the Accommodation Provider acknowledges the Guest's complaint as justified, they shall provide the Guest with substitute performance consisting of free rectification of the defect, or, where possible, provision of an alternative service. Otherwise, the Accommodation Provider shall grant an appropriate discount on the price of the defective service. This does not affect the Guest's right, in cases provided for by law or explicitly agreed with the Accommodation Provider, to withdraw from the contract, but the Guest must compensate the Accommodation Provider for reasonably incurred costs and other damage if such could not be avoided.
7. A defect in the accommodation or related services shall not include in particular temporary malfunctions, defects, or wear and tear of equipment that do not prevent its ordinary use. The Guest is not entitled to assert rights for defective performance of services provided free of charge.

X. Information for Consumers

1. In accordance with Sections 1811 and 1820 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), the Accommodation Provider provides the accommodated Guests with the following information:
 - **Identity and contact details of the Accommodation Provider:** Prosper Elektra a.s., Company ID: 05277965, registered office at Umělecká 305/1, Moravská Ostrava 702 00, Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B, Entry 10843;
 - **Main business activity of the Accommodation Provider:** provision of accommodation services and rental of real estate;
 - **Designation of the service:** the Accommodation Provider provides accommodated Guests with accommodation and services related to accommodation under the conditions specified in the valid reservation;
 - **Information on the existence, method, and conditions of out-of-court settlement of consumer complaints, including whether a supervisory authority may be contacted:** a Guest in the

position of a consumer has the right to submit a proposal for out-of-court settlement of such dispute to the designated body for out-of-court resolution of consumer disputes. If a consumer dispute arises between the Accommodation Provider and a Guest in the position of a consumer, arising from the accommodation contract and not resolved by mutual agreement, the consumer may submit a proposal for out-of-court resolution of such dispute to: Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, Email: adr@coi.cz / website: adr.coi.cz. The Czech Trade Inspection Authority is the supervisory authority exercising supervision over consumer protection, acting in accordance with Act No. 64/1986 Coll., on the Czech Trade Inspection Authority, as amended, and other legal regulations. The website of the Czech Trade Inspection Authority is www.coi.cz;

- **In accordance with Section 1837(j) of the Civil Code, accommodated Guests as consumers have no right to withdraw from the accommodation contract if the Accommodation Provider provides services on a specific date;**
- **Designation of the EU Member State whose legal regulations govern the relationship between the accommodated Guest and the Accommodation Provider established on the basis of the confirmed reservation:** Czech Republic;
- **Information on the language in which the accommodated Guest will communicate with the Accommodation Provider during the stay and in which the contractual terms and other information will be provided:** Czech language.

XI. Personal Data Protection

1. The Guest, as well as any visitors of the Guest, acknowledge that the common areas are monitored by a camera system with recording. By entering into the accommodation contract, the Guest confirms that they are aware of this fact and gives consent to the recording, in which their private life may be captured, for the purposes of ensuring the proper operation of accommodation services, or for the needs of the Police of the Czech Republic, reporting of damage events, insurance companies, etc. The recordings are stored securely in accordance with processing activity records.
2. The Accommodation Provider is the controller of the Guest's personal data within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation, GDPR) and undertakes to process the Guest's personal data in compliance with this Regulation. In accordance with Article 13 of the Regulation, the Accommodation Provider shall inform the Guest, prior to the reservation (before concluding the accommodation contract), about the processing of their personal data. All personal data of the Guest, the processing and transfer of which requires consent under the Regulation, shall be processed by the Accommodation Provider only on the basis of such consent.
3. **Processing of personal data – see separate document “Information on Personal Data Processing.”**

XII. Final Provisions

1. These General Terms and Conditions shall enter into force on 1 July 2024 and shall repeal all previous valid conditions.
2. Contractual relationships established prior to the entry into force of these conditions shall remain valid and shall be governed by the conditions applicable at the time of their creation.

Prosper Elektra a.s.
Ing. Martina Kulštejnová
Prokura
