

GENERAL TERMS AND CONDITIONS OF BOHEMIA PROPERTIES A.S.

1. SCOPE, ORDERS, KEY DEFINITIONS

- 1.1. These General Terms and Conditions of Bohemia Properties a.s. (hereinafter as the "GTC") shall apply to all current and future business relations, especially contracts for (i) guest accommodation concluded between the hotel on the one hand and third parties (guests) on the other, (ii) the provision of any services, (iii) rental of facilities and equipment between BP on the one hand and third parties (tenants) on the other, even if not explicitly stated.
- 1.2. For the purposes of these GTC, BP means any hotel owned and/or operated by Bohemia Properties as ID No.: 625 25 204, with its registered office at: Prague 9, Střížkov, Teplická 49219, 190 00, registered in the Commercial Register kept by the Municipal court in Prague, Section B, Insert 10488 (hereinafter referred to as the "BP").
- 1.3. "Order" means a request (in any form) for booking accommodation and/or rent room facilities and/or providing any kind of specifications and other services..
- 1.4. "Client" means a natural or legal person, with the exception of BP and a hotel that uses and/or mediates hotel services to third parties, has sent an Order (subsequently must be confirmed by BP) or has entered into a Contract with BP regardless of whether it is an entrepreneur or not.
- 1.5. Any (i) Order confirmed by BP without reservation or modification during the Takeover Period, (ii) an order confirmed by BP subject to or modified or confirmed such that receipts have been received by BP after the Takeover Period but approved by BP (in any form); other agreements between BP and the Client relating to these GTC constitute a "Contract" which is always assumed to include these GTC. GTC supplements the Contract; in the event that there is a conflict between the orders, the Contract and the GTC, the conditions specified in the Contract shall prevail. Any requirements, specifications of accommodation, rental and/or services contained or incorporated into the Contract by reference, or any other specifications agreed in writing between BP and the Client from time to time are referred to as the "Specifications".
- 1.6. If the Contract is not confirmed by the Client within 5 days of receipt or within another period specified in the Contract (the "Acceptance Period"), both the Order and the Contract shall be deemed cancelled. Unless the Contract is confirmed in writing by the Client, BP is not bound by this Order or the Contract and may cancel, modify or change it at any time.
- 1.7. If the term "in writing" is included in these GTC, it also includes communication by e-mail.
- 1.8. "CC" means Act No. 89/2012 Coll., the Civil Code, (if it is further amended, it is considered that this relationship will be used in the effective wording, i.e. as amended).

2. CONDITIONS OF CONCLUSION OF THE CONTRACT

- 2.1. Accommodation of guests, rental of conference rooms or any other facilities and provision of services in the hotel is carried out on the basis of a contract concluded in accordance with the relevant provisions of the CC, under which BP provides (i) temporary accommodation and services connected with it to the accommodated guests for the agreed period or for the period resulting from the purpose of accommodation in the designated facility, (ii) any services, (iii) rental of conference rooms and facilities, and the Client undertakes to pay BP the agreed price within the period and in the manner specified in the Contract.
- 2.2. The contract is always concluded in writing. At least written confirmation of the order or reservation is sufficient to meet the form requirement.
- 2.3. The rights and obligations of the contracting parties not expressly provided for in the Contract are governed by these GTC, the accommodation rules and the BP price list.
- 2.4. If the Client and/or guest fail to comply with the obligations arising from the Contract and the accompanying accommodation rules and/or BP price list or otherwise violate good morals in the hotel (hereinafter as "misconduct"), BP is entitled to terminate the Contract without notice if the guest was notified of his/her misconduct on the part of the hotel in accordance with the provisions of § 2331 of the CC.

3. CONCLUSION OF THE CONTRACT, RESERVATION, PAYMENT

- 3.1. The Client is obliged to execute the Order with BP in written form to events@janhotels.cz.
- 3.2. As soon as BP receives the order from the Client in writing and get it confirmed, BP will issue to the Client a pro-forma invoice for the advance payment of the specified amount calculated from the estimated price of the ordered services of these GTC, unless there is a credit agreement between parties. The Client is obliged to pay the advance payment within the time limit and according to the conditions stated in the pro-forma invoice.
- 3.3. Invoice – tax document for the total final costs of all services provided by the hotel will be issued within 14 days from the date of departure of the group from the hotel or from the end of the event. The invoice issued in this way shall be payable within 14 days from the date of its issue.
- 3.4. All possible complaints or irregularities must be claimed by the Client within 10 days from the date of receipt of the invoice. Later claims will not be considered.
- 3.5. If the Client is in delay with payment of the price, it is obliged to pay BP a contractual penalty of 0.05 % of the outstanding amount per day. Compensation for any damage is not affected by the arrangement or payment of this contractual penalty. In the event that the Client is in delay with the payment longer than 45 days, BP reserves the right to unilaterally set off this amount due against any advance payments made for all other reservations made by the Client. By signing these GTC, the Client agrees with such condition.
- 3.6. The Client is not entitled to set off its receivables arising from the Contract or arising in connection with it against BP receivables.
- 3.7. Any payment shall be deemed to have been made on the date on which it is credited to BP's bank account. All payments must be made in the currency in which the invoice is issued and in the agreed amount.
- 3.8. In the event that the Client fails to make a payment under this Article, BP shall not be obliged to accommodate the Client's guests and shall be entitled to notify the Client of the suspension or termination of the Contract. In this case, all of the Client's future reservations will be cancelled. BP shall not be liable for any additional costs incurred by the Client due to such suspension or termination of the Contract. Potential claims of the Client for compensation and/or discounts will not be satisfied by BP unless they are in accordance with the Commercial Code.
- 3.9. The Client acknowledges that the prices set out in the Contract are inclusive of VAT in the amount valid on the date when the Contract was agreed and agrees that if the VAT changes, the prices will change accordingly. The Client undertakes to pay BP the agreed amount together with VAT valid on the day of the taxable supply.
- 3.10. The Client understands and agrees with the fact that BP uses third parties for the recovery of outstanding debts. The Client undertakes to pay BP any costs incurred by BP in connection with the recovery of outstanding debts through third parties.

4. PARTIAL CANCELLATION OF RESERVATION, CANCELLATION OF RESERVATION, WITHDRAWAL FROM THE CONTRACT, NOT PROVIDING FOR DRAWING SERVICES

- 4.1. If the Client fails to pay the advance payment in accordance with Art. 3. Of these GTC duly and/or in time, the reservation of services shall be cancelled in vain upon expiry of the advance payment due date specified in the advance invoice.
- 4.2. The Client is entitled to withdraw from the Contract, in whole or in part, prior to the date of commencement of accommodation and/or commencement of the provision of services, even without giving any reason. The Client is obliged to deliver to BP a written notice of such withdrawal from the Contract. In the event that the Client withdraws in whole or in part from the Contract, BP shall be entitled to charge the Client for such cancellation or reduction of the number of rooms or volume of services the cancellation fee specified in the Contract.
- 4.3. In the event that the Client does not start accommodation or services within twenty-four (24) hours after the agreed start of accommodation or service provision, BP shall be entitled to withdraw from the Contract and at the same time be entitled to charge the Client a cancellation fee of 100 %. This shall not apply in the event that the Client informs of the late arrival or commencement of BP in advance, but not later than one (1) day before the originally planned day, by telephone or in writing.

5. LIST OF GUESTS, ARRIVAL TO THE HOTEL

- 5.1. The client is obliged to obtain BP policy of registration and accommodation.
- 5.2. All bookings are only guaranteed upon written confirmation by BP of the final guest list.
- 5.3. BP reserves the right to refuse any person's participation in the event in justified cases.
- 5.4. The guest will announce their arrival at the hotel reception to an authorized employee and are committed to follow BP policy and regulations accordingly.
- 5.5. The number of persons in the room corresponds to the number of persons registered for accommodation.
- 5.6. The time of accommodation can be changed at the latest when the guest is accommodated. The period of accommodation can be extended only with the consent of BP.

6. GENERAL RULES FOR CONFERENCE AND REFRESHMENT SERVICES

- 6.1. BP reserves the exclusive right to serve all food and drink at the hotel.
- 6.2. The Client, or any of the guests or invited persons, are not allowed not bring food or drinks into the hotel premises unless agreed in writing with the hotel in advance. In such a case, BP may charge a service fee to cover overheads and agreed 'cork' fees.
- 6.3. The Client is obliged to confirm the operational sheet prepared by BP for a specific event containing a list of ordered conference rooms, refreshments, technical and other requirements of the Client no later than 7 (seven) days before the event. The contents of the operating data sheet may not be the same as the Client's requirements and depend on the capacity and operating conditions of the hotel.
- 6.4. BP is entitled to change the ordered premises, location or service specification for the event according to its operational and organizational reasons, provided that the level and capacity of the premises and/or services is maintained.

- 6.5. The Client is obliged to inform the Hotel about the expected number of guests and other persons attending the event and to guarantee this number a minimum of 7 days before the event for the purpose of providing refreshments and conference services.
- 6.6. The final selection of setup, refreshments and other services for the event must be made no later than 7 (seven) days before the event. In the event that the selection of refreshments for the event is not made within the aforementioned period, BP reserves the right to choose the most suitable offer according to the requirements of the Client and the agreed budget.
- 6.7. In the event of an increase in the number of guests, the Client agrees that the final charge will be based on the actual number of guests. If the number of guests is reduced from the guaranteed number, the price will be charged according to the guaranteed number of guests.
- 6.8. The Client undertakes to pay the guests additionally consumed or used food, drinks and other services that were not part of the Contract, but were requested during the event by the guests of the event and/or the Client. When calculating the fees for these services, the prices of the event will be used accordingly.
- 6.9. In the case of events that continue after midnight, BP is entitled to charge an additional fee of CZK 3.000 for every one hour, unless otherwise agreed. The Client expressly agrees with this.
- 6.10. In the event that the Client requests an extension of the event, it is obliged to pay for the period by which the event was extended the price corresponding to the relative price of the lease.
- 6.11. The Client is also obliged to pay BP all necessary and unexpected costs incurred in connection with the event, in their full amount.
- 6.12. Sublease of rented premises for conferences or receptions to any third party without BP's prior written consent is not allowed.

7. THIRD-PARTY SERVICES WITHIN CONFERENCES, MATERIAL DAMAGE

- 7.1. If third party services are required for the event, BP needs to approve it in advance and shall not be liable for such services, nor for any rights and obligations associated with such services, accessory, etc. The Client shall ensure that such third party has valid third-party liability insurance and the Client undertakes to pay to BP any damage caused by client .
- 7.2. Third party employees are required to comply with the hotel's internal policy regulations. Otherwise, BP reserves the right to refuse their entry to the hotel.
- 7.3. Any equipment, objects or things to be used at the event and brought by the Client, its guests and/or a third party may only be used with the written consent of BP. The Client shall be liable to BP for any damage caused by such equipment. These devices must be removed by the Client immediately after the end of the event, unless agreed otherwise in writing with BP. Otherwise, BP reserves the right to remove and store such equipment and all related charges will be charged to the Client.
- 7.4. Any decoration must comply with fire protection regulations. BP is entitled to request a confirmation of this by a authorized person. The Client is not entitled to attach or glue anything to the walls, doors or ceilings of rooms. The Client must always agree with the BP in advance for the installation.
- 7.5. Packaging material brought by the Client or a third party in connection with the provision of services or rental of equipment for the event must be removed by the Client before or at the latest immediately after the event. If the Client leaves the packaging material in the hotel, BP is entitled to remove it at the Client's expense.
- 7.6. The Client is liable for any damage caused to BP's property by himself, his guests and/or by a third party hired by the Client.
- 7.7. The Client is obliged to arrange for the delivery and removal of the items to and from the hotel at their own expense, even in the case of delivery of items from abroad. The Client is responsible for unloading and loading, damage or loss of any such items.
- 7.8. In the case of delivery of items from abroad, the Client is responsible for clearing the items brought to the hotel. BP assumes no responsibility for the operation, maintenance, damage or loss of these facilities inside or outside the hotel.

8. BP LIABILITY TO THE GUEST

- 8.1. BP is not responsible for any valuables that are not put in a locked safe that can be provided to the Client.
- 8.2. Any claim for compensation for damage caused to the guest and/or the Client's property must be announced within 14 (fourteen) days after the damage is detected.

9. SAFETY, LIABILITY TO THE CLIENT AND/OR GUEST FOR ANY DAMAGE

- 9.1. The Client and/or guests are obliged to familiarize themselves with the safety rules and evacuation plan of the hotel and its equipment in case of fire.
- 9.2. The Client and/or guest shall act in such a way as to not cause unjustified harm to the freedom, life, health or property owned by another.

10. INFORMATION ON THE DISPOSAL OF PERSONAL DATA

- 10.1. BP processes personal data in accordance with Act no. No. 110/2019 Coll., on the processing of personal data, as amended and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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 "GDPR"). In addition, it is stated that only a person (natural person) in these GTC may be referred to as a guest in accordance with the provisions of the CC.
- 10.2. BP processes personal data (obtained from the guest or the person who negotiated the Contract for his / her benefit):
 - 10.2.1. necessary for the performance of the Contract and, if applicable, the booking (pre-contractual negotiations), namely (i) name, (ii) surname, (iii) email, (iv) telephone, (v) date of stay, (vi) special requirements, (vii) date of birth, (viii) preference, (ix) address;
 - 10.2.2. necessary for the provision of services related to accommodation, namely sensitive personal data: (i) dietary requirements; and (ii) allergies in the case of the provision of meals as accommodation-related services; routine personal data: (iii) the license plate number of the vehicle or vehicles in case parking is provided as accommodation services; and (iv) IP addresses; (v) an overview of the room service and restaurant services consumed, if tied to the room; and (vi) data traffic in cases where Internet connection is provided as part of accommodation services;
 - 10.2.3. necessary to fulfill the legal obligation that applies to BP, namely the obligation to register guests pursuant to Act No. 565/1990 Coll., on Local Fees and Act No. 326/1999 Coll., on the Residence of Aliens in the Czech Republic and on Amendments to certain laws, including: (i) first name, (ii) surname, (iii) date of birth, (iv) nationality, (v) travel document number, (vi) visa number, and (vii) permanent address abroad;
 - 10.2.4. obtained from a guest in the legitimate interest of providing other BP services related to the Contract or their stay in a hotel, namely (i) first name, (ii) surname, (iii) email, (iv) telephone, (v) term of stay, (vi) special requirements, (vii) date of birth, (viii) other preferences.
- 10.3. BP's personal data are processed:
 - 10.3.1. via property management system (hotel reservation systems) automatically and
 - 10.3.2. Manually through their authorized employees.
- 10.4. Persons to whom BP's personal data may be passed or made available are:
 - 10.4.1. The Alien Police of the Czech Republic in fulfilling its obligations pursuant to the provisions of Act No. 326/1999 Coll., On the Residence of Aliens in the Territory of the Czech Republic and on Amendments to Certain Acts;
 - 10.4.2. City of Prague in fulfilling its obligations pursuant to the provisions of Act No. 565/1990 Coll., on local fees.
- 10.5. BP will process personal data for (i) 5 (five) years if they are material to the fulfilment of obligations imposed by the accounting act or other regulations regarding the administration and maintenance of accounting records; (ii) for a period of 3 (three) years after the termination of the Contract in cases where data is relevant to the performance of the Contract; and (iii) for a period of 5 (five) years in cases where data is relevant to performance for liability for damage resulting from a breach of the Contract, in particular for damage caused to property entered into or stored in the hotel. These processing times may be transformed into longer periods when personal data are strictly necessary for the exercise of a right of the controller, or decisive for proceedings conducted by a state administration body or a court.
- 10.6. The guest has the right of access to his/her personal data processed by BP, and the correction of personal data processed by BP. The guest has the right to delete or limit the processing of his personal data only if it is processed solely with his consent and there is no other legal reason for their processing. The guest has the right to object to the processing of their personal data.
- 10.7. The guest also has the right to obtain from BP personal data concerning the guest and provided by the guest BP. At the request of the guest, BP shall provide the guest with data without undue delay in a structured, commonly used and machine-readable format, or provide it to another clearly designated controller at the guest's request. This right does not apply to personal data that is not processed automatically.
- 10.8. If a guest believes that his/her personal data is being processed without authorization, he/she may file a complaint with the supervisory authority, which is the Office for Personal Data Protection (uoou.cz) for the territory of the Czech Republic.
- 10.9. Contact details concerning personal data processing: Bohemia Properties a.s., Prague 9, Strizkov, Teplicka 49219, postal code 190 00, poverenec@janhotels.cz.

11. CONFIDENTIAL INFORMATION

- 11.1. The Contracting Parties undertake not to disclose or otherwise disclose to third parties, including business partners of any Contracting Party, except for the purposes of adherence to these GTC, any information having the nature of Confidential Information (as defined below in Art. 12. Hereof) to which the Parties gain or gain access through cooperation. The obligation of confidentiality pursuant to this Article of the GTC means, in particular, an obligation to refrain from any act by which the Confidential

Information would be communicated or made available to a third party in any form or would be used in violation of its purpose for its own or third party needs or any use of this Confidential Information. It is agreed that the know-how contained in the Services will be considered as part of the Confidential Information.

- 11.2. For the purposes of these GTC, confidential information means in particular the content of the Contract and any business, organizational, financial, property, marketing and other related data or information related to this cooperation, contracting parties, their business partners or related persons or property, which is not publicly available, irrespective of their form, their designation, or whether its disclosure is likely to be harmed by the entity to whom the information or data relates (the "Confidential Information")
- 11.3. The confidentiality obligation under these GTC does not apply to the disclosure of Confidential Information:
 - 11.3.1. employees of either Party, and persons in favor of any Party whose activities are necessary for the performance of any obligation of the Party in connection with such cooperation, by the above-mentioned persons at least to the extent of the provisions contained in this Article of the GTC;
 - 11.3.2. In the case of a statutory obligation to thwart or to report the commission of a crime or other statutory information duty. In such a case, the Contracting Party concerned shall mark the information provided as a trade secret and notify the other Contracting Parties without undue delay;
- 11.4. The Parties undertake not to misuse any Confidential Information for their own benefit or for the benefit of a third party.
- 11.5. When communicating information that is considered confidential by one of the parties, the party communicating the information is required to designate it as Confidential Information or otherwise advise the other Party that it requires the information to be treated as Confidential Information if, given the nature of the information, it is not obvious that it is considered Confidential Information.
- 11.6. The obligations contained in this Art. 12. Of the GTC shall continue to apply after termination of the cooperation, regardless of the reason for termination, unless the Parties agree otherwise.

12. APPLICABLE LAW AND JURISDICTION

- 12.1. The contractual relationships established by the Contract and these GTC are governed by the relevant provisions of the legal regulations of the Czech Republic, especially the Commercial Code.
- 12.2. The parties must submit any disputes, inconsistencies and requirements arising out of or in connection with the Contract, including any dispute concerning the validity of the Contract, exclusively to the competent and local jurisdiction according to the registered office of BP in the Czech Republic.

13. GENERAL PROVISIONS

- 13.1. Any failure or delay by BP in exercising its powers, rights or claims under the Contract shall not constitute a waiver of such authority, right or claim; nor does it preclude any individual or partial exercise of BP's authority, right or claim by any other or further use of any other authority, right or claim. Any waiver of claims by BP in breach of any provision or condition of the Contract shall not be construed as a waiver in the event of any other breach of any provision or condition of the Contract, be it the same or any other provision or condition of the Contract. No waiver by BP is valid unless made in writing
- 13.2. These GTC constitute the complete agreement between BP and the Client and/or guest relating to the accommodation, the provision of any services provided by the Hotel to the Client and the rental of conference rooms and facilities. No amendment or amendment to this Contract shall be effective unless BP expressly agrees in writing. No procedure used in previous trades between BP and the Client may be used to supplement or explain any provision of the GTC.
- 13.3. Unless expressly stated otherwise in the Order, Contract or these GTC, no provisions of these GTC are enforceable by a third party. BP may assign an Order or Contract, or any right or claim under the Order or Contract, to any third party without the prior written consent of the Client.
- 13.4. If any provision or requirement of this Contract is invalid or unenforceable, the remaining provisions of these GTC and the Contract shall remain in full force and effect until the most recent effect permitted by the applicable law. Invalid or unenforceable provisions or missing parts of the GTC shall be replaced or supplemented by such valid and enforceable provisions which, as far as possible, are as close as possible to the economic intent of the parts relating to invalid, unenforceable or missing provisions.
- 13.5. BP and the Client have expressly agreed that BP is entitled to unilaterally change these GTC to an appropriate extent. The change will be announced by publishing the new General Terms and Conditions of Bohemia Properties a.s. on the website www.janhotels.cz in section *About us*. BP is obliged to publish the new GTC at least 30 days before the effective date of their change. In the event that the Client does not agree with the change to the GTC, the Client is entitled to reject the changes and in such a case terminate the Contract with a notice period of 60 days from the date of delivery of the notice to BP.
- 13.6. If there is a discrepancy between the different language versions of these GTC, the Czech version shall always prevail.
- 13.7. **These GTC entered into force and effect on October 12th, 2020.**