



GENERAL BUSINESS TERMS AND CONDITIONS

Booking of Accommodation and Relating Services

1. Introduction

- 1.1 These General Business Terms and Conditions ('GTC'), issued according to Act No. 89/2012 Coll., Civil Code ('Civil Code') by

Restamo Development, a.s.

Registered office: Pražská 585, 430 01 Chomutov

Registered with the Regional Court in Ústí nad Labem, B256

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('Provider')

Apply to the booking of accommodation and relating services ('Services') provided by Restamo Development, a.s. in the accommodation facility **Apartments Spessart**, operated by Restamo, at Lipanská 4968, 430 03 Chomutov, and in **Vila E. Landisch** at Přemyslova 1130, 430 01 Chomutov ('Hotel' or 'Hotels'), using the Provider's online booking system operated by Previo.cz (only for Apartments Spessart), and the offline booking system (by phone or via email), payment terms, cancellation terms, as well as to all and any other rights and obligations resulting from the legal relationship formed by a booking.

- 1.2 The Customer can book the Services provided in the Hotels operated by Restamo Development, a.s. and specified in these GTC by phone or email booking (*offline*), and by booking online at the booking system available on the hotel website <https://www.spessart.cz>, or via other OTA channels.

- 1.3 By booking the Services, the Customer acknowledges that he/she has read and understood these General Terms and Conditions (GTC). The Provider is entitled to change these GTC unilaterally, and such change shall be effective for the Customer as of the date of publication of the changed version of the GTC. It will be the version of the GTC valid and effective on the date of the Customer's booking that will apply to the Customer's booking. Before making an individual booking, the Customer is advised to read the currently valid and effective version of the GTC, which is available on the Hotel website www.spessart.cz. For an offline booking, the current and effective version of the GTC can be found on the website mentioned above. At the Customer's request, the currently valid and effective version of the GTC can be sent by the Provider to the Customer via email containing a link to the currently valid and effective version of the GTC to the Customer's email address provided by the Customer when first contacting the Provider to make a booking under these GTC.

2. Booking

2.1 Online Booking

- 2.1.1 When booking online, the Customer can search for any currently vacant accommodation capacities in the Hotels operated by the Provider according to his/her requests in the online booking system (e.g. accommodation facility, check-in date, check-out date, room type, number of rooms, number of persons, age of guests, etc.) on the Provider's website or OTA channels referred to

in Par. 1.2 of these GTC, at the prices indicated during the online booking directly after entering the Customer's requirements in the form provided there.

- 2.1.2 After selecting the basic requirements (check-in date, check-out date, room type, number of rooms, number of persons, age of guests, additional services, etc.), the Customer shall enter any required data in the form provided.

- 2.1.3 When booking online, the Customer pays the price of the Services booked by online payment (payment by card, payment gateway, or transfer). The Provider reserves the right to extend or restrict various online payment methods for online booking for individual dates or individual Hotels. The Customer is informed of the online payment options directly on the website through which he/she makes the online booking, after filling in all the required data and before paying for the Services booked and confirming the order with the payment.

- 2.1.4 When paying via a payment gateway, the Customer shall follow the instructions of the respective electronic payment provider.

- 2.1.5 After filling in all the required data in the form and after making the online payment, a 'Booking Confirmation' document with the booking number will be sent immediately to the Customer's email address provided by the Customer when making the booking. In addition to the booking number, the 'Booking Confirmation' document contains basic information about the stay and the participants, the Services booked and paid for, information about the accommodation facility, information about the GTC and cancellation conditions (as a link to the relevant website), and other additional information (check-in, check-out, additional service options, etc.).

- 2.1.6 The Customer can use the booking number as a contact number to carry out any further actions related to the booking. The Customer shall keep the booking number safe and be prepared to use it if necessary.

2.2 Offline Booking

2.2.1 Offline Booking via Email

- 2.2.1.1 When making offline email booking, the Customer has the option of contacting the Provider by email at the email addresses available on the Provider's website in order to obtain a quotation for the services selected by the Customer.

- 2.2.1.2 In the email, the Customer must specify the basic requirements for the Services (Hotel, number of people and age of children, number of rooms, room type, the stay - arrival and departure dates, Customer's name and surname, any other requirements of the Customer). Upon receipt of the Customer's email inquiry, the Provider shall either contact the Customer with a request to clarify the criteria sent by him/her, or to complete the necessary information or, in the case of a complex inquiry, the Provider shall send the Customer, to the Customer's email address from which the email inquiry for booking services was received by the Provider, a quotation for the Services prepared according to the Customer's requirements specified in the email. It is also possible to send the quotation to the Customer at another email address specified by the Customer in the email inquiry. For the avoidance of doubt, if no other email address is provided by the Customer, the quotation is always sent only to the email address from which the Provider received the email inquiry. A booking made by the



- Customer in this way is called a 'non-binding booking' (see Par. 2.3 of these GTC).
- 2.2.1.3 **The price quotation is valid 24 hours from the moment of its creation by the Provider and is non-binding, i.e. it does not constitute the Customer's right to the selected Services (capacity) and the price.**
- 2.2.1.4 If the Customer chooses one of the Provider's price quotations, he/she will contact the Provider by email within 24 hours to confirm his/her interest and provide any further specific information about the stay and conditions of the booked Services (arrival and departure date, selected hotel, room type, number of rooms and their occupancy, number of participants and their age, catering services, etc.). If, by the time the Customer's confirmation of interest is received by the Provider, a possibility of booking the Services selected by the Customer (capacity, etc.) or a price change occurs, the Provider shall send the Customer a new quotation and, if the Customer is not interested in the change, the communication between the Customer and the Provider as well as the enquiry and the quotation shall cease to exist, without the Customer being entitled to any financial or non-financial compensation or damages. If, in the meantime, the Customer has paid for the Services selected, the Provider shall refund the amount paid by the Customer within 14 days of the date of termination of the enquiry and quotation, by a cashless bank transfer to the Customer's bank account from which the payment was made. If the Services selected by the Customer and/or their price are up-to-date and valid up to the time of delivery of the confirmation of the Customer's interest to the Provider, or if the Customer, in case these have changed, also expresses interest in the changed Services and/or price, the Provider will send the Customer a document 'Pre-booking Information' by email which contains details of the Services selected by the Customer, the Customer's name and surname, the booking number, the arrival and departure date, the Hotel, the room type, the number of guests and their age, the price of the stay, information on what is included in the price of the stay, payment terms, cancellation terms, etc.).
- 2.2.1.5 The 'Pre-booking Information' document is at the same time a document used for paying the Services selected by the Customer. It contains information on the due date, the variable symbol of the payment, and the method of payment. **If the correct variable symbol number (booking number) is not provided, the Provider cannot assign the Customer's payment, and therefore the payment made in this way is not regarded to have been made.** The due date for payment of the Services selected by the Customer is generally 3 working days from the date of delivery of the 'Pre-booking Information' document to the Customer. **The Provider reserves the right to provide individually a different payment period than that specified in the previous sentence.** If the price is not paid properly and on time (the correct amount, with the correct variable symbol, and within the due date), the Provider cancels the Early Booking, the Customer's right to the Early Booking is terminated, and the Customer is notified by email of the cancellation of the Early Booking, without the Customer being entitled to any financial or non-financial compensation or damages.
- 2.2.1.6 After the Customer has paid for the selected Services, a 'Booking Confirmation' document is sent to the Customer by email with the booking number. In addition to the booking number, the 'Booking Confirmation' document contains basic information about the stay and the participants, the Services booked and paid for, information about the Hotel, information (in the form of a link to the relevant website) about the GTC and cancellation conditions, and other additional information (check-in, check-out, additional service options, etc.). The booking number serves as a confirmation of the booking and as a contact for the Customer to carry out any further actions related to the booking, including claiming the booking upon arrival at the accommodation facility. The Customer is obliged to keep the booking number safe and be ready to use it when necessary.
- 2.2.1.7 The 'Booking Confirmation' document is sent to the Customer by email to the email address provided by the Customer when making the offline booking, immediately after the funds for the accommodation and related Services booked by the Customer have been credited to the Provider's bank account.
- 2.2.2 **Offline Booking by Phone**
- 2.2.2.1 When making an offline booking by phone, the Customer may contact the Provider by phone at the phone numbers given on the Provider's website and at the times specified by the Provider and published on the Provider's website in order to obtain a quotation for the Services selected by the Customer.
- 2.2.2.2 Paragraphs 2.1.1.2 up to 2.1.1.5 of these GTC apply to the offline phone booking procedure accordingly.
- 2.2.2.3 If the Customer does not have an email address, the Provider will agree with the Customer on the method of communication and delivery of documents individually.
- 2.3 **Joint provisions for bookings**
- 2.3.1 By making a booking, the Customer declares and is responsible for the fact that he/she is an adult (18 years of age or older) and is legally capable of taking legal action, i.e. capable of acquiring rights and assuming obligations on his/her behalf.
- 2.3.2 **The contractual relationship between the Provider and the Customer is established at the moment when the Customer receives the 'Booking Confirmation' document from the Provider.**
- 2.3.3 **Until the moment of delivery of the 'Booking Confirmation' document to the Customer, the Customer's booking is not binding on either of the parties (neither for the Customer nor for the Provider) and the Customer does not have the right to reserve the capacity (Hotel, room type, number of persons, number of rooms, etc.) or the right to the price of the Services stated in the price quotation, i.e. it is a so-called non-binding booking. The booking becomes binding only when the funds are credited to the Provider's bank account as described in Par. 2.2.5 of these GTC and the 'Booking Confirmation' document is delivered.**
- 2.3.4 An email message is regarded to have been delivered at 9.00 a.m. on the day following its sending unless the sending party receives a message within this period stating that delivery is impossible. If the Customer does not receive the email message containing the 'Booking Confirmation' document within 5 working days of payment of the price of the Services booked by the Customer, the Customer is advised to contact the Provider's reservations department by phone or email.
- 2.3.5 **The date of payment of the booked Services is the date of crediting the correct (invoiced) amount to the Restamo Development, a.s.'s bank account.**
- 2.3.6 If the Customer makes an offline booking 7 days or less before the arrival date, it is only possible to book the Services if the Provider's capacities and possibilities allow it. The Provider reserves the right to shorten the due date of payment for the Services selected by the Customer, of which the Provider informs the Customer in the 'Pre-booking Information' document.
- 2.3.7 **When making a booking, the Customer must specify the exact number of persons who are to be accommodated. If children under the age of 18 are included, then specify their age. The decisive moment for determining the age of children under 18 is the day of arrival. If the Customer who makes the booking is not going to be a guest, he/she is obliged to give the name and surname, email address, and telephone number of the adult person on whose behalf the booking is made.**
- 2.3.8 Upon the booking confirmation, the Provider guarantees the type of room specified in the 'Booking Confirmation' document. If necessary due to the capacity, the Provider reserves the right to provide the Customer or the other guests /translator's note: meaning any other participants in that particular group of guests/ with a room of



the same or comparable standard as the room type indicated in the 'Booking Confirmation' document without the Customer being obliged to pay the additional price of accommodation services.

2.3.9 If the Customer requests the allocation of a specific room in the Hotel (e.g., a specific room number, view, floor, positioning towards a certain, etc.) within the same room type as indicated in the 'Booking Confirmation' document, the Provider will comply with the request if the capacity of the Hotel allows it and only after payment of a booking fee for a specific room in the amount of 50% of the price of accommodation services for each night (overnight stay). In the event of failure to pay the fee or make the request at the time of booking, the Provider cannot guarantee the specific room. In such a case, the Customer or the other guests have no right to any financial or non-financial compensation or damages, nor the right to claim for this reason.

2.3.10 The Provider's practices and actions are based on ethical principles and respecting the privacy of the Customer. The Provider's booking systems use state-of-the-art encryption systems for sensitive data and data, which guarantees full security of the data provided when making a booking.

3. Payment Terms – General Provisions

3.1 The Customer shall pay the price for the booked Services entirely (100%) at the time of booking.

3.2 The form of payment depends on the selected method of booking the Services by the Customer (online or offline booking). The Provider reserves the right to extend or restrict individual payment methods for s in relation to individual methods of booking services (online or offline booking) or individual dates. The Customer is informed of the payment options on the website through which he/she makes the online booking after filling in all the required data and before paying for the Services booked and confirming the order with the obligation to pay, or is informed directly by the Provider's staff by email or telephone when making an offline booking. If booking offline, payment can be made by wire transfer or through a payment gateway unless otherwise specified by the Provider. The Customer must use the payment method specified by the Provider.

3.3 The Customer shall pay any bank charges associated with the payment of the price for the Services booked by the Customer.

3.4 The Provider reserves the right to restrict or exclude the possibility of offline payment (payment by wire transfer to the Provider's bank account) in cases specified by the Provider. The Customer will be informed about it before confirming the order (booking) with the obligation to pay (e.g. in the event of promotional stays, last-minute stays, use of a promo code, etc.).

3.5 The price of accommodation and the related Services include value added tax as meant by the respective legislation.

3.6 A bill (tax receipt) is issued to the Customer on the day of departure directly at the Hotel reception. If the Customer wishes to issue a tax document in the form of an invoice issued in the name of a legal entity or natural person - entrepreneur and makes the booking online, he/she is obliged to request this from the Provider before the actual payment for the stay, i.e. before he/she pays for the booking by credit card (in the event of the credit card payment option) or before **he/she enters a bank payment order for payment (in the case of the bank transfer payment option)**. When making an online booking, the Customer shall enter his/her requirements in the 'Notes' section of the online booking system, where he/she shall provide the exact and correct billing details of the legal entity (business name, registered office, company number, VAT number, registration in the Commercial Register, bank account), or of the natural person - entrepreneur (business name, place of business, ID number, VAT number, registration in the Trade or other register, bank account) to the Provider. **Changing the billing details after the Customer has made a payment by credit card or entered a bank payment order during the online booking is not possible!** When booking offline, this

request and the exact and correct billing details must be provided directly when making the booking in an email to the Provider or by phone. **Changing the billing details in the case of an offline booking after payment for the stay is no longer possible!**

4. Change of Booking, Failure to Arrive, Early Termination of Stay, Cancellation, Cancellation Conditions

4.1 Change of Booking

4.1.1 Any changes to the booking (change of dates, change of number of persons or age categories of persons, change of the scope of the booked Services - limitation or extension, etc.) after the confirmation of the booking are possible only if the Provider's capacities allow it. The Customer has no legal right to make changes to the booking after it has been confirmed.

4.1.2 Any changes made to the booking after the confirmation may only be made after quoting the booking number sent to the Customer in the 'Booking Confirmation' document. The Customer may request changes to the booked accommodation and related Services by phone or email via the Provider's reservation department using the contact details provided in the 'Booking Confirmation' document. When requesting a change to a confirmed booking, the Customer must always quote the booking number.

4.1.3 **If the Customer requests a change to a confirmed booking that the Provider cannot make due to capacity or other reasons, the Provider is not obliged to satisfy the Customer's request for a change to the confirmed booking, and the Provider shall have the right to refuse the Customer's request, without the Customer being entitled to compensation for damages or any other financial or non-financial consideration from the Provider.**

4.1.4 The Provider reserves the right to individually assess the Customer's request to change the date of the booked Services, exclusively under the conditions set by the Provider, of which the Provider will inform the Customer after the Customer's request to change the date of the booked Services and before confirming the change in the date of the booked Services based on the Customer's request. In the event of a change in the date of the confirmed booking (booked Services), the terms and conditions set by the Provider (in particular the cancellation terms), about which the Provider informs the Customer before confirming the change in the date of the booked Services, shall have priority over the provisions of these Terms and Conditions. Changing the date of a confirmed booking is only possible until the date when the Provider's entitlement to a cancellation fee arises under these Terms and Conditions provided that the capacity and possibilities of the Provider and the Hotel allow it. In this case, the previously issued 'Booking Confirmation' is cancelled and the price paid by the Customer for the Services previously booked by him/her is considered as payment (partial payment) for the changed booked Services. If the Customer is obliged to pay any additional price in connection with the granting of the Customer's request to change the date of the booked Services, the Customer shall pay the difference in the price of the Services to the Provider by wire transfer to the Provider's bank account on the date changed contrary to the originally booked date and in the manner specified in the document sent to the Customer by email to the email address provided by the Customer when making the original booking. Only after the Customer has paid the balance is a new 'Booking Confirmation' sent to the Customer, and only at this point the Customer becomes entitled to the provision of the Services booked on the changed date. If the Customer's request to change the date of the booked Services does not increase the price originally paid by the Customer, the price previously paid by the Customer for the Services is regarded to be the price of the Services within the changed scope. **Changing the date of the booked Services is not possible after the date specified in the third sentence of this Paragraph of the GTC.**

4.1.5 The Provider reserves the right to individually assess the Customer's request for a change in the number of reserved beds, rooms, or the number of persons (guests), or change of persons (change of the guests), exclusively under the conditions set by the Provider, of which the Provider informs the Customer after the Customer sends the request for a change in the date of the booked Services and before confirming the change in the date of the booked Services based on the Customer's request. In the event of a change in the date of the confirmed booking (booked Services), the terms and conditions set by the Provider have priority over the provisions of these GTC, of which the Provider shall inform the Customer before confirming the change in the date of the booked Services.

4.1.6 Changes to a confirmed booking can only be made up to the day before the day of arrival, provided that capacity and availability allow for it.

The Customer has no right to any changes. If the Customer must pay an additional price in connection with satisfying the Customer's request for a change under this clause of the GTC, the Customer is obliged to pay the difference in the price of the Services compared to the original price to the Provider in the manner specified in the document sent to the Customer by email to the email address provided by the Customer when making the original booking. Only after the Customer has paid the additional amount is the 'Booking Confirmation' sent to the Customer with the change and only at this moment the Customer has the right to the provision of the Services booked by him/her in the changed scope. If the price originally paid by the Customer does not increase in connection with satisfying the Customer's request to change the scope of the Services booked, the price previously paid by the Customer is regarded to be the price of the Services in the changed scope.

4.1.7 The Provider reserves the right to individually assess and determine the validity of the Customer's request to change the confirmed booking for serious reasons on the part of the Customer or of the person who will be the guest (e.g. accident, serious illness, death, etc.), and to assess such a Customer's request, the Customer is obliged to prove to the Provider the existence and duration of the serious reasons (e.g. certificate of hospital admission, death certificate, etc.). The Customer is not entitled to a change or any financial or non-financial compensation in these cases.

4.2 Failure to Arrive, Failure to Use the Booked Services Fully

4.2.1 If the booked Services are not used for any reason by the Customer or the person who is booked as a guest, or without stating any reasons (failure to arrive for the stay), the Customer **is not entitled** to any financial or non-financial compensation, substitute compensation, or damages. If the booked Services are not used by the Customer or the person who is booked as a guest fully for any reason or without stating any reasons (early departure from the stay, later arrival date), the Customer **is not entitled** to any financial or non-financial compensation, substitute compensation, or damages.

4.2.2 The Provider reserves the right to individually assess and determine the validity of the Customer's request for compensation for failure to arrive or to use the booked Services in their entirety for serious reasons on the part of the Customer or of the person who should be the guest (e.g. accident, serious illness, death, etc.), whereas for assessing such Customer's request, the Customer is obliged to prove to the Provider the existence and duration of serious reasons (e.g. certificate of hospital admission, medical report, death certificate, etc.). The Customer is not legally entitled to compensation in these cases.

4.3 Cancellation of Booking, Cancellation Conditions

4.3.1 **Upon conclusion of the contract for the provision of the Services remotely, the Customer is not entitled to withdraw from the contract for the provision of the Services** within the meaning of Section 1837 (j) of Act No. 89/2012 Coll., the Civil Code.

4.3.2 The Provider allows the Customer to cancel a confirmed booking (from the moment of formation of the contractual relationship under Par. 2.2.2 of these GTC) for any reason or no reason at all, either in writing sent to the Provider's registered office address specified in Par. 1.1 of these GTC, or electronically by email notification of cancellation sent to the email address specified in the 'Booking Confirmation' document with the booking number.

4.3.3 If the Customer cancels the booking under Par. 4.3.2 of these GTC, the Provider shall, upon cancellation of the booking, be entitled to payment of the cancellation fee as follows:

4.3.3.1 Cancellation fees for regular bookings

	Cancellation conditions
No fee	Within 48 hours before check-in
100% costs for the first night of the stay	Less than 48 hours before check-in

4.3.3.2 Cancellation fees for Early Booking.

4.3.3.3 Cancellation fees for Non-refundable Booking.

The Provider determines cancellation conditions and dates of Special Dates for the purpose of cancellation fees according to Par. 4.3.3 of these GTC in advance so that the Customer has the opportunity to get acquainted with the conditions if the booking is cancelled according to Par. 4.3.2 of these GTC, or in case of partial cancellation of the booking, or if the Customer or the other guests fail to arrive for the booked stay.

4.3.4 An Early Booking or Non-refundable Booking is a booking made by the Customer at least 30 days before the day chosen by the Customer as the arrival date under the conditions specified by the Provider for Early Bookings and Non-refundable Bookings. In the event of cancellation or partial cancellation, the cancellation conditions set out in Par. 4.3.3.3 of these GTC apply. In the case of Early Bookings or Non-refundable Bookings, the Customer is obliged to make payment for the accommodation and related Services within 24 hours of the Provider confirming the availability to the Customer. The Provider reserves the right to determine the method - sales channel (offline, online) through which it is possible to make an Early Booking.

4.3.6 The provisions of Par. 4.3.3 also apply *mutatis mutandis* in the event of partial cancellation (shortening of the stay, reduction of the number of persons, etc.).

4.3.7 If the Customer, the other guests or any of them fail to arrive for the booked stay according to Par. 4.2 of these GTC, the Customer is obliged to pay a 100% cancellation fee of the price of the booked and confirmed Services.

4.3.8 If the booking is cancelled/partially cancelled or if the Customer or the other guests fail to arrive for a promotional stay (Par. 5 of these GTC), the Provider has the right to get a cancellation fee of 100% of the price of the booked and confirmed Services.

4.3.9 **It is the check-in date**, specified in the 'Booking Confirmation' document **that is decisive for claiming the cancellation fee and determining its amount.**

4.3.10 If the booking is cancelled/partially cancelled or if the Customer/ the other guests/any of them fail to arrive, the Provider shall send the Customer an email notification of the Provider's claim to the cancellation fee and its amount under these GTC within 14 days



from the date of cancellation/partial cancellation of the booking/failure of the Customer to arrive from the date specified as the date of arrival. By booking accommodation and related Services according to these GTC, the Customer agrees and acknowledges that the Provider is entitled to unilaterally set off the Customer's claim for a refund of the price paid by him/her for the booked accommodation and related Services against the Provider's claim for a cancellation fee in the amount specified in these GTC in the event of cancellation/partial cancellation of the booking/failure to arrive, to the extent that the claims match. **The Provider shall pay an amount exceeding the mutual claims of the Customer and the Provider in favour of the Customer in the same manner as the payment for the booked accommodation and related Services was made, depending on the form of payment chosen by the Customer when booking the stay**, within 14 days of the day following the date of cancellation/partial cancellation of the booking/failure to arrive. The bank charges associated with the refund shall be borne by the Customer fully.

4.3.11 The Provider reserves the right to individually assess the cancellation/partial cancellation of the booking by the Customer for serious reasons on the part of the Customer or one of the guests (e.g. accident, serious illness, death, natural disaster, etc.).

4.4 Booking Change or Cancellation by the Provider, Force Majeure

4.4.1 If, for reasons on the Provider's side (capacity or other reasons, etc.), it is not possible to provide the Customer or the other guests with all or part of the booked Services after confirming the booking, the Provider shall immediately inform the Customer of this fact by email to the email address provided by the Customer when making the booking, or by phone, and at the same time, depending on the capacity and other possibilities, shall provide the Customer with a proposal for the use of Services on the same date in another room of the same or higher standard, or on a date other than the date booked by the Customer, without any obligation on the part of the Customer to pay additional fees for the Services so provided.

4.4.2 If the Customer accepts the Provider's offer under Par. 4.4.1 of these GTC, the Customer is not entitled to any further financial or non-financial compensation or damages.

4.4.3 If the Customer does not accept the Provider's offer under Par. 4.4.1 of these GTC, the Customer's booking will be cancelled and the Provider shall refund the Customer the price paid for the booked Services in the same manner as the Customer paid for them, depending on the form of payment chosen by the Customer when booking the stay, within 14 days from the day following the date of cancellation.

4.4.4 The Provider shall not be obliged to provide the Customer or the other guests with the booked Services at all or to the agreed extent in the event of circumstances excluding liability. Any circumstances excluding liability are obstacles that have arisen independently of the Provider's will, which prevent the Provider from performing their obligations, and such circumstances in which it could not reasonably be expected that the Provider would have been able to avoid or overcome such obstacles or their consequences, or that the Provider could have foreseen such obstacles at the time of the contractual relationship, i.e. obstacles of so-called force majeure (natural disasters, strikes, wars, disasters, supply interruptions, etc.) which are beyond the Provider's control and which prevent or impair the performance of the Provider's obligations. In the event of a force majeure event, the Provider is obliged to inform the Customer of this fact without undue delay, including the expected duration of the event. In such a case, the Provider shall agree with the Customer individually on

how to resolve the situation. However, the Customer is not entitled to compensation for any damages resulting from circumstances excluding liability.

5. Promotional Stays

5.1 The Provider can make special offers (Last Minute, First Minute, etc.). The number of rooms reserved for special offers is limited. There is no legal entitlement to the provision or use of a promo code.

5.2 The Provider may contact Customers with addressed or unaddressed promo codes entitling the Customers to use the Provider's special promotions. If the Customer wishes to use a promo code when booking online, he/she shall enter a promo code at the designated place, which entitles him/her to use the Provider's special promotion. The Customer will also be informed about the validity period and conditions of use of the promo code. Unless the specific terms and conditions of the promo code state otherwise, the promo code can only be used in online bookings with online payments. The Provider reserves the right to change or cancel the promo code or the conditions of its use or validity period even during its validity period.

5.3 **Combining or cumulating discounts of Provider's promotional offers is not possible.**

6. Complaints about the booking process

6.1 The Complaints Policy contained in Article 6 of these GTC applies exclusively to claims arising from defects in the Services provided by the Provider **from the moment of the start of online/offline booking of the Services for the Customers until the moment of the Customer's arrival at the Hotel.**

6.2 Provision of the Services by the Provider is governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended, in connection with the relevant provisions of Act No. 634/1992 Coll., on the protection of consumers, as amended, and the other generally binding legislation.

6.3 The Customer has the right to be provided the Services in the agreed or usual scope, quality, quantity, and time.

6.4 The Customer shall claim defects in Services (complaint) without undue delay after he/she finds out the reasons for claiming, but not later than the next calendar day; otherwise, the right to make a claim expires. The Customer may submit claims for service defects (complaint) electronically by sending an email to the following email address recepce@spessart.cz, or in writing at the address of Restamo Development, a.s. within the time limit specified in these GTC. For a written complaint, the deadline is regarded to have been met if the written complaint is delivered to the Provider on the first working day after the Customer's right to make a complaint arises. In the event of the Customer's or guest's right to claim defects in the Services during a stay in the Hotel operated by the Provider, the Customer or a guest is obliged to make the claim no later than at the end of the stay (by the day of departure) directly at the reception of the relevant Hotel; otherwise, the right to make a claim expires.

6.5 When making a complaint, the Customer must quote the booking number. The Provider may request the Customer to present the booking confirmation. After reviewing the complaint, the Provider will decide on the method of handling the complaint immediately (if the complaint is filed in person) or as soon as possible, in more complex cases within 3 working days. The deadline for handling a complaint must not exceed 30 days from the date of its filing. The Customer shall provide contact details through which he/she will be notified of the method of handling the complaint if it is not possible to handle the complaint immediately after it is filed. The Customer must cooperate with the Provider in order to properly handle the complaint.



6.6 If the Provider recognizes that the Customer's complaint is justified, the Provider will provide the Customer with a substitute Service (the possibility of accommodation in another room of the same or higher standard or on another date). If the Customer does not agree to the provision of a substitute service or if the Provider's capacity possibilities do not allow to handle a justified complaint in the manner specified in the previous sentence, the Customer will be refunded the price paid for the booked Services in the event of a justified complaint, or more precisely, a discount will be provided from the price paid by the Customer for the booked Services in the amount determined by the Provider.

6.7 The Provider reserves the right to individually assess each case of Service complaint and assess if the complaint and the Customer's requirements are justified.

6.8 The Provider is not liable for failure to provide the Services to the Customer and/or failure to use the Services, or the inability to use the booked and paid Services in full due to force majeure. Force majeure is a situation that makes it impossible to fulfil obligations arising from a legal relationship (e.g. natural disasters, permanent energy shortages, armed conflicts, a state of war or emergency, war).

6.9 If the Customer – consumer (natural person) who is not acting within the scope of their business activities, employment, or profession when concluding and performing the contract, is not satisfied with how the Provider as the seller has handled their complaint, or believes that the Provider has violated their rights, the Customer has the right to contact the Provider as the seller with a request for redress. If the Provider dismisses the Customer's request under the previous sentence or fails not respond to such a request within 30 days from the date of its receipt, the Customer has the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution entity under s. 20n et seq. of Act No. 634/1992 Coll. on consumer protection. Entities competent for alternative dispute resolution with the Provider as the seller are: a) the Czech Trade Inspection Authority, which can be contacted for the above purpose at: *Česká obchodní inspekce*, Praha 2, Štěpánská 567/15, PSČ: 120 00, or via email podatelna@coi.cz, or b) another competent legal entity registered in the list of authorised entities at the Ministry of Industry and Trade of the Czech Republic, (the list of authorised entities is available at <https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/seznam-subjektu-mimosoudniho-reseni-spotrebitelskych-sporu-171389/>), whereas the Customer has the right to choose which of the listed alternative dispute resolution entities to contact. The Customer can use the online alternative dispute resolution platform, which is available at <http://ec.europa.eu/consumers>. For more information about an alternative resolution of consumer disputes go to the Czech Trade Inspection Authority's website: <https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/>

7. Personal Data Protection, Privacy Protection

7.1 Information relevant to personal data protection is available at www.spessart.cz

8. General Information

8.1 Any information provided to the Customer in the 'Booking Confirmation' document is binding on the Customer and the other guests. The Customer is obliged to check all information in the 'Booking Confirmation' document after receiving it. If there are any ambiguities, questions, or discrepancies, the Customer shall contact the Provider immediately in order to resolve the situation. Discrepancies subsequently discovered which the Customer should or could have discovered upon receipt of the 'Booking Confirmation' document cannot be taken into account and do not give rise to a claim by the Customer or the other guests.

8.2 The operations of the accommodation facility depend on the Provider's decision, and any information about current product and Service offers, possible restrictions on the Hotel operations, additional Services (catering, wellness), and other Services provided by the Provider, and any information about possible restrictions on operations is available on the website of the accommodation facility.

8.3 The Customer and the other guests acknowledge that check-in and check-out times are determined individually by each accommodation facility depending on its capacity and other possibilities. Unless otherwise notified to the Customer in the 'Booking Confirmation' document or subsequently by the Provider or the Hotel, check-in is possible from 2.00 p.m. on the day of arrival as booked, and check-out is by 10.00 a.m. on the day of departure as booked.

8.4 As for special requests (baby cot, extra bed, parking space, late check-in/check-out, early check-in or check-out, booking of additional services such as massages, wellness treatments, etc.), the Customer is obliged to contact the reception directly. Information about additional Services is available on the website of the Hotels operated by the Provider or is provided directly to the Customer or the other guests via the Hotel reception, or is included in the accompanying documents when the 'Booking Confirmation' document is sent to the Customer. For the sake of the Customer's or guests' satisfaction, the Customer is always advised to enquire about any special issues before arriving at the Hotel.

8.5 The Provider reserves the right to change the age limit and the amount of discount the Provider offers to senior guests.

8.6 Neither the Customer nor the other guests are entitled to compensation for damages or any other financial or non-financial compensation if, for capacity reasons on the part of the Provider or the Hotel, it was not possible to provide the Customer or the other guests with the full range of additional Services (e.g. limitation of the spa centre, increased noise due to a wedding taking place in the Hotel, or celebrations on the premises of the Hotel).

8.7 The Provider reserves the right to request a security deposit from the Customer or the other guests in the form of a pre-authorisation on the Customer's or the other guest's credit card or another form of financial guarantee, whereby by indicating the security deposit on the registration form or a special form, the Customer or the other guests agree to the security deposit and its use as payment for the Services used by the Customer or the other guests and not paid for (e.g. consumption from the minibar, unpaid Services, etc.) or compensation for damage caused to the Provider's property by the Customer or the other guests during their stay.

8.8 Additional information on the Services provided, the Accommodation Rules, and the entrance conditions are available at the Hotel website: www.spessart.cz

9. Final Provisions

9.1 These GTC as well as any legal relationships formed on their basis and the making of a booking hereunder are governed by the Czech legislation. Any legal relationships not governed by these GTC are regulated by the legally binding legislation in force in the Czech Republic.

9.2 Any dispute arising from these GTC or any legal relationship based on these GTC, including a dispute over the interpretation of these GTC, shall be subject to the jurisdiction of the Czech courts if an amicable settlement is not reached between the parties to the legal relationship.

9.3 If any provision of these GTC is or becomes invalid, ineffective, or unenforceable, such invalidity, ineffectiveness, or unenforceability does not affect the validity and effectiveness of the remaining provisions of these GTC.



- 9.4 These GTC become valid on the date of their signature and are effective on January 1st, 2022.
- 9.5 These GTC apply to the regulation of rights and obligations at the time of booking accommodation and related Services in the Hotels operated by the Provider. If the provisions of the terms and conditions relating to individual Services provided by Restamo Development, a.s. (**'Special Terms and Conditions'**) contain a different regulation than these Terms and Conditions, the provisions of the Special Terms and Conditions shall be decisive and have priority over the provisions of these GTC. In matters not covered by the Special Terms and Conditions, the provisions of these GTC shall have priority.

In Chomutov, dated 1st January 2022

The supervisory authority is *Česká obchodní inspekce*, headquartered in Praha 2, Štěpánská 567/15, 120 00.