

## General Terms and Conditions of the Hotel Accommodation Contract

### I. Scope

1. These General Terms and Conditions apply for the provision of hotel accommodation services as well as all other related services and supplies rendered by the company Deutsche Hospitality Hotels Czech Republic s.r.o., ID-Nr.: 19548681, with registered office at Radlická 366/156, 158 00 Prague 5, registered in the Commercial Register administrated by Municipal Court in Prague under File No. C 388260, which operates Zleep Hotel Prague (hereinafter the “Company“ or “Hotel”) to its customers (hereinafter the “Guests“) who ordered the services themselves or through a third party (hereinafter the “Ordering party“).
2. Derogating terms and conditions, even if included in the General Terms and Conditions of the Guest or the Ordering Party, shall not apply unless expressly acknowledged in text form by the Hotel.

### II. Conclusion of Contract, Contractual Partner

1. Upon the Guest’s or Ordering party’s request for reservation, a hotel accommodation contract comes into existence upon the Hotel’s corresponding confirmation of the reservation (hereinafter referred to as “Contract“).
2. Contractual Partners are the Hotel and the Guest or the Ordering party. If a third party has made the reservation on behalf of the Guest, the Guest shall be liable to the Hotel jointly and severally together with the third party for all obligations arising from the Contract from the time the Guest checked in. Independent of this, any Ordering Party is obliged to pass on all booking-related information to the Guest, in particular the present General Terms and Conditions.
3. Sub-letting and re-letting of rooms let as well as their use for purposes other than accommodation shall require the Hotel’s prior consent in text form.

### III. Services, prices, payment, set-off, rights and duties

1. The Hotel is obliged to have the booked rooms available according to the present General Terms and Conditions and to render the services agreed.
2. The Guest is obliged to pay the prices applying to or agreed on for provision of accommodation (i.e. price for accommodation services, including breakfast, if agreed) and additional services he / she has individually ordered and used. This also applies to third-party services and expenses which are incurred to the Hotel by the Guest or the Ordering Party. The agreed prices shall be understood inclusive of VAT. If the period elapsing between conclusion of the Contract and arrival of the Guest exceeds four months and after conclusion of the contract VAT at the statutory rate or any applicable local taxes and levies increase or new local taxes and levies are introduced, the Hotel reserves the right to increase the agreed prices by the amount by which the applicable VAT or local taxes and levies have increased or by the amount equal to the new local taxes and levies.
3. The Hotel may make its consent to a reduction in the number of booked rooms, the service of the Hotel or the duration of the Guests’ stay conditional on an increase in the price for the rooms and/or for the other services of the Hotel.

4. Upon receipt, invoices issued by the Hotel shall become due for payment immediately, at the latest upon check-out, without deduction, unless the invoice states otherwise. Only the local currency, i.e. Czech crowns, can be used for payment. Payments in other currencies are not possible. The Hotel may at any time request the Guest to pay claims due for payment without undue delay. The Guest shall be in default if he/she fails to pay the invoice due. For each reminder sent after 30 days after the due date and/or receipt of an invoice, the Hotel may charge a reminder fee in the amount of € 5.00.
5. The Hotel is entitled to request from the Contractual Partner, on conclusion of the Contract or later, a reasonable advance payment or security in the form of a credit card guarantee, downpayment or similar. The amount of the advance payment and the payment dates may be agreed in the Contract in text form.
6. In justified cases, e.g. payment arrears of the Guest or expansion of the contractual scope, the Hotel is entitled to request, also after conclusion of the Contract up to the commencement of the stay, an advance payment or furnishing of security within the meaning of clause 5 above or the increase in the advance payment or security agreed in the Contract up to the full agreed remuneration.
7. The Hotel is further entitled, at the beginning of and during the Guest’s stay, to request a reasonable advance payment or furnishing of security within the meaning of clause 5 above for existing and future claims under the Contract unless such advance payment or furnishing of security has already been effected in accordance with clause 5 and/or clause 6 above.
8. The Guest shall be entitled to set off a claim of the Hotel only with unappealable and final res judicata claims.
9. The Guest shall comply with the accommodation rules, which are available at the hotel reception (hereinafter the “Accommodation Rules“). In particular, the Guest shall respect that all rooms are non-smoking and that the consumption of narcotics is not allowed in the hotel. In case of damage caused as a result of a breach of any of the above-mentioned obligations or non-compliance with the Accommodation Rules, the Hotel may claim compensation for damages. If the Guest grossly violates the obligations under the Contract, these General Terms and Conditions or the Accommodation Rules, the Hotel is entitled to terminate the Contract without notice.

### IV. Rescission by the Guest, cancellation

1. The Hotel grants to the Guest the right to rescind the Contract at any time subject to the following conditions:
  - a) If the Guest rescinds the booking, the Hotel shall be entitled to reasonable compensation.
  - b) The Hotel may elect to claim from the Guest damage compensation in the form of a lump-sum compensation amount instead of a specifically calculated compensation. The lump-sum compensation shall amount to 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% of the contractually agreed price for overnight accommodation with half-board and 60% of the contractually agreed price for overnight accommodation with room and full board arrangements. The Guest shall be free to prove that the Hotel has not suffered any damage, or that the damage

incurred to the Hotel amounts to less than the lump-sum compensation claimed.

- c) If the Hotel calculates the damage specifically, the amount of such reasonable damage may total as a maximum the contractually agreed price for the services to be rendered by the Hotel, less the value of the expenses saved by the Hotel as well as the amount accruing to the Hotel from supplies and services rendered to any other contractual partners instead.
2. The above provisions on the compensation shall apply *mutatis mutandis* if the Guest does not make use of the booked room or the booked services and fails to notify this fact to the Hotel in due time.
3. If the Hotel has granted to the Guest an option to rescind the Contract within a certain period without any further legal consequences, the Hotel shall not be entitled to any compensation. For the question of whether the declaration of rescission is made in due time, receipt thereof at the Hotel shall be decisive.  
The Guest has to declare the rescission in writing text form.

#### **V. Rescission by the Hotel**

1. If a rescission right free of charge has been granted to the Guest according to IV clause 3, the Hotel shall likewise be entitled to rescind the Contract within the agreed period in the event that other guests inquire for the booked rooms and the Guest does not waive his/her rescission right free of charge pursuant to IV clause 3 after being requested to do so by the Hotel.
2. If an agreed advance payment or security, or such advance payment or security as requested pursuant to III clause 5 and/ or 6, is not performed, also after expiry of a grace period set by the Hotel, the Hotel shall also be entitled to rescind the Contract.
3. Moreover, the Hotel is entitled to rescind the Contract in particular if
- force majeure or other circumstances not attributable to the Hotel make it impossible to perform the Contract;
  - misleading or incorrect statements of material facts have been used in booking rooms, for example with respect to the identity of the Guest or the purpose;
  - the Hotel has good reason to assume that the Guest's use of the Hotel's services may jeopardise the Hotel's smooth business operations, safety, or reputation in the public, without such matters being attributable to the Hotel's scope of control or organisation;
  - unauthorised sub-letting or re-letting according to II clause 3 exists;
  - a case of VI clause 3 exists;
  - the Hotel has gained knowledge of the fact that the financial situation of the Guest has considerably worsened after conclusion of Contract, in particular if the Guest does not settle due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be jeopardised;
  - the Guest has filed an application for the opening of insolvency proceedings on his/her assets, initiated extra judicial proceedings for the settlement of debts or suspended his/her payments;

- insolvency proceedings are opened on the assets of the Guest or the opening of insolvency proceedings is rejected for lack of assets.
4. The Hotel is obliged to inform the Guest in text form of the exercise of the right of rescission without undue delay.
5. In the above cases of rescission, the Guest shall not be entitled to compensation for damage.

#### **VI. Arrival and departure**

1. The Guest is not entitled to the provision of specific rooms unless the Hotel has confirmed the provision of specific rooms in text form.
2. Booked rooms shall be available to the Guest from 3.00 p.m. on the agreed date of arrival. The Guest shall not be entitled to earlier provision.
3. Booked rooms shall be claimed by the Guest on the agreed date of arrival by 6.00 p.m. at the latest. Unless a later time of arrival has expressly been agreed, the Hotel shall have the right, after 6.00 p.m., to place the booked rooms with other guests, without the Guest being able to claim any compensation as a result. In this regard the Hotel is entitled to rescission.
4. On the agreed date of departure, the rooms shall be vacated and placed at the Hotel's free disposal by 12.00 p.m. at the latest. For rooms not vacated by then, the Hotel may charge, beyond the damage incurred to it thereby, until 6.00 p.m. the daily room rate for the additional use of the room and from 6.00 p.m. 100 % of the full applicable price for board and lodging. The Guest is free to prove to the Hotel that no damage or a considerably lower damage was incurred to the Hotel.

#### **VII. Liability of the Hotel, limitation**

1. In the event of any disruption to or defects in the services of the Hotel, the Hotel shall endeavour to remedy the same as notified by the Guest without undue delay. If the defect can be remedied, the Guest may claim a remedy or a reasonable discount from the price of the services. If the defect cannot be remedied and the services cannot be properly used for it, the Guest may either withdraw from the Contract or claim a reasonable discount from the price of the services. If the Guest culpably fails to notify the Hotel of a defect without undue delay, it may result in the loss of the Guest's right to enforce the defective performance before the court.
2. Subject to the statutory provisions, the Hotel shall be liable for all damage caused to the natural rights of the Guest, or caused intentionally or due to gross negligence as well as in the case of a guarantee given by the Hotel and for malicious non-disclosure of defects.
3. For all other damage not covered by VII clause 2 and caused by negligence on the part of the Hotel, its legal representatives or its agents, the Hotel shall be liable only if such damage is attributable to a contractual obligation. In these cases liability shall be limited to the damage typically foreseeable for this contract type.
4. The foregoing limitations of liability shall apply to all damage claims, irrespective of their legal ground, including claims in tort. The foregoing limitations and exclusions of liability shall also apply to any claims for damages of a Guest against employees or agents of the Hotel. They shall not apply in the cases of liability for a defect if a guarantee for the quality of an object or work has been given or in cases of fraudulently

concealed defects or injury to persons. The aforementioned limitations of liability shall not apply in case the Guest is a consumer.

5. For items brought in, the Hotel is liable to the Guest subject to the statutory provisions, i.e. up to 100 times the room rate, however, up to a maximum of € 3,500.00. For valuables (cash, jewellery etc.), liability shall be limited to € 800.00. The Hotel recommends depositing items in the room safe or central hotel safe. However, depositing an item in the room safe does not give rise to a contract of bailment. The Guest shall exercise his/her right to compensation for damage to item brought into the hotel without undue delay, but not later than 15 days after discovering the damage.
6. If the Guest is provided with a parking space in the garage or the car-park of the Hotel, even against payment, this shall not constitute the conclusion of a contract of bailment. The Hotel shall not have any surveillance obligations for the vehicles. If vehicles or the contents of vehicles parked or otherwise situated on the Hotel premises are lost or damaged, the Hotel shall be not liable unless the Hotel, its legal representatives or its agents have caused such damage by intent or gross negligence. In this case, the damage must be asserted to the Hotel on departure from the Hotel at the latest.
7. Wake-up services shall be performed by the Hotel with the utmost care. Claims for damages shall be excluded except in cases of gross negligence or intent.
8. The Hotel shall treat with care messages, mail and consignment of goods for the Guests. The Hotel shall ensure delivery, storage and, upon request and against payment, forwarding of the same as well as of found items upon inquiry. Claims for damages shall be excluded except in cases of gross negligence or intent. The Hotel is entitled to hand over the aforementioned items to the local lost property office after a storage period of one month at the latest, charging a reasonable fee.
9. The Guest's claims for damages shall fall under the statute of limitations no later than three years from the time the Guest obtains knowledge of the damage and the person liable for damages, or, irrespective of such knowledge, no later than ten years from the damaging event. The ten-year limitation period shall not apply to liability for damages arising from injury to life or limb. Damage based on a breach of duty through intent on the part of the Hotel, a legal representative or an agent of the Hotel shall fall under the statute of limitations no later than fifteen years from the damaging event.

#### **VIII. Final provisions**

1. Changes or amendments to the Contract, in the acceptance of the offer or to these General Terms and Conditions for the Hotel Accommodation Contract shall be made in text form. Any unilateral changes or modifications on the part of the Guest shall be invalid. The Hotel hereby expressly excludes the application of Section 1740 (3) of Act No. 89/2012 Coll., the Civil Code, as amended.
2. Place of performance and payment shall be the registered office of the Hotel.
3. The place of jurisdiction – if the Contractual Partner of the Hotel is a merchant – shall be the registered office of the Hotel or, at the Hotel's election, Prague. If the Contractual Partner of the Hotel does not have a general place of jurisdiction within the

territory of the Czech Republic, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the Guest's general place of jurisdiction. The aforementioned stipulation does not apply to consumers. Out-of-court disputes with consumers shall be resolved before the Czech Trade Inspectorate ([www.coi.cz](http://www.coi.cz)).

4. The laws of the Czech Republic shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and rules governing conflicting laws.
5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. The statutory provisions shall apply additionally.
6. The Hotel is entitled to change these General Terms and Conditions or supplement them with additional provisions, in particular as regards the scope and validity hereof, the scope of changes to these General Terms and Conditions, creation, change and termination of the contractual relationship; rights and obligations of the parties and liability. The Hotel shall deliver such changes and/or supplements or the consolidated version of the amended General Terms and Conditions to the Guest or Ordering party no later than 1 months prior to the proposed effective date of such changes or supplements by any means agreed upon or customary for communication between the parties. If the Guest/Ordering party disagrees with the proposed change and/or supplement, the Guest/Ordering party may terminate the Contract for this reason effective on a date immediately preceding the effective date of such change or supplement. A failure by the Guest/Ordering party to terminate the Contract for such reason shall render the new General Terms and Conditions binding for both parties as an amendment to the originally agreed terms and conditions, effective as from the date set forth in the notification of the proposed change or supplement to the General Terms and Conditions.
7. This version of the General Terms and Conditions is simply a translation of the Czech version of the General Terms and Conditions, which is the original version.

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