

# FAIRHOTEL TERMS AND CONDITIONS

## for the provision of hotel accommodation and other related services

The following terms and conditions for Fairhotel (hereinafter referred to as VOP), located at the address of Rybářská 202/19 (hereinafter referred to as 'hotel'), govern the contractual agreements between FAIRHOTEL s.r.o. (VAT number: CZ01611623) as a hotel provider, and other parties, such as guests or any other person or company acquiring accommodation services at the hotel (hereinafter referred to as 'customer'). Based on the Terms and Conditions (binding agreement), the hotel provider will provide the customer temporary accommodation (the right to use the space reserved for his accommodation and other accommodation space in the hotel) at the agreed time at an agreed price on the price list and for the services associated with accommodation. Consumer relations not governed by the general terms and conditions in the VOP are governed by Article no. 89/2012 in the Civil Code , as amended (hereinafter OZ) and Article no. 634/1992, in the laws on Consumer Protection , as amended. The provisions of these Terms and Conditions apply , unless VOP and the customer agree to other terms in another written contract.

I.

### RESERVATIONS AND INITIAL TERMS OF CONTRACT

1. Accommodation reservations are arranged either in written format – by post, e-mail or by filling in the information requested in the online reservation system on our website, [www.fairhotel.cz](http://www.fairhotel.cz), also either by telephone or in person.

2. The required information for arranging a reservation are the following:

Customer name and surname (of all person(s) staying), date and place of birth, permanent address and contact information (phone, e - mail) ; for business purposes or legal entities - Company name , VAT registration number/ Tax ID #, Address of Company.

3. Proof of ID of person(s) staying at the hotel including their full name and date of birth and dates of stay as well as form of payment.

4. The booking reservation is binding upon electronic confirmation received by the hotel and/or written confirmation is sent via email/post to the customer, or by signed confirmation of customer or business, unless other provisions of confirmation have been agreed upon during the booking, for example, deposit or prepayment.

5. The contract is binding once the customer or business confirms the booking reservation. The hotel is obliged to ensure accommodation and services agreed for the dates of stay in the confirmation. The customer/business in turn is obliged to pay the agreed price for the dates of stay confirmed including the agreed cancellation fee, in cases where cancellation or partial cancellation is required.

6. In cases where the dates are not confirmed or all the necessary information is not complete, the customer must provide this to the hotel at their earliest convenience. If the necessary information is not provided in a timely fashion, the booking reservation is cancelled and not subject to further processing.

7. During reservation, the hotel may require an advance deposit/cancellation fee of 10% - 100% of the accommodation price to complete the booking or the cancellation of a booking.

8. If the conditions for a binding order are not met, the accommodation provider is entitled, cancel the order unilaterally and then inform the guest of this fact.

II.

## CUSTOMER RIGHTS AND OBLIGATIONS

1. Once the contract is made legally binding, the customer attains the rights to use the designated areas arranged for accommodation and any other common areas associated with the accommodation.

2. By signing the contract the customer and hotel agrees to abide by the regulations made by the hotel regarding accommodation and services. The customer agrees to use the accommodation and common areas so as not to incur any damages. The same applies to services that are provided in conjunction with accommodation.

3. The customer is not allowed to make any changes to their room or any other area in the hotel without the written consent of the hotel management. Any changes made by the customer to their room or anywhere else in the hotel without the written consent of the hotel will be made to return the changes to their original state, pay for any damages or even result in termination of the binding contract and asked to leave the premises.

4. The customer is not allowed to substitute guests or exchange the accommodation to a third party without written consent, informing the hotel management of the change. Violation of the original contract agreement is considered breach of contract and may result in termination of the contract.

5. The customer has the right to make a complaint about any deficiencies advertised and not provided by the hotel. The hotel is then required to reply, in writing, within one working day from the filed complaint, and resolve the complaint straightaway, or offer an equal substitute resolution. The customer is not entitled to financial remuneration if an equal resolution is found or reimbursement of costs associated with the complaint. The hotel will resolve the complaint within a reasonable period of time to rectify the problem and the customer must allow for that period of time in order to organise a reasonable solution.

6. The customer is solely responsible for any damage of property or to the property they cause, either intentionally or unintentionally at the hotel and its immediate vicinity. This includes damage incurred by any pets or other persons within their care and/or the persons who

accompany them, either intentionally or unintentionally who damage or abuse the services of the hotel. In cases of damage, the customer is required to promptly report the situation and fully compensate the hotel as agreed.

7. The customer has the right to cancel their reservation booking and terminate the contract earlier than agreed if and only if the terms and conditions in the cancellation policy have been met.

8. The customer will be expected to pay any costs for services rendered including any additional costs incurred for requested services specified by that customer or any person who accompany them plus any VAT prior to, or at the very latest, on the day of their departure.

III.

#### LEGAL RESPONSIBILITIES OF THE HOTEL

1. The hotel is required to provide guests with any pertinent or important information about their stay upon arrival to the hotel. The quality and services available should be provided at the time of booking or when the reservation has been confirmed.

2. The hotel may provide the customer adequate alternative accommodation if the customer agrees, particularly if the difference is minor and justified. An objective justification is considered a condition in which the hotel premises have become unusable, in cases of overbooking or other important operational activities which would require these steps. Any extra substitute accommodation shall be made available by the hotel.

3. The hotel reserves the right to request payment in full at any time or on a daily basis. In the event of cancellation of a confirmed reservation or binding agreement on the side of the customer, the hotel is required to refund any payment within 14 working days from receipt of the written cancellation. In cases where the hotel is entitled to cancellation fees, the hotel is to pay the difference to the customer and withhold the cancellation fee payment. In cases where a credit, debit card or preauthorised payment is concerned, the hotel is allowed to charge the cancellation fee on that transaction. Funds will be returned in the same way as they were received within 14 days of withdrawal from the contract.

IV.

#### COSTS FOR SERVICES

1. Prices for services provided by the hotel are available on the hotel price list, in the price list for packages and are available on the website at [www.fairhotel.cz](http://www.fairhotel.cz).

2. Prices include VAT and any other costs associated with local municipalities.

V.

#### TERMS OF PAYMENT

1. Deposits for services must be paid within five working days after a reservation booking, unless the reservation booking dates are changed by the customer.
2. Payments must be made by the customer at least 2 days prior to using hotel services. In cases where the binding agreement has been cancelled or the customer is not present on the date which he reservation booking has been confirmed and has not sent written notification stating otherwise, the contract will still be considered valid. The customer is responsible for payment unless otherwise agreed by both hotel and customer.
3. Payments by the customer can be made by the following:
  - Bank transfer to the hotel account;
  - The remaining payment may be paid in full directly at the hotel in CZK or EUR, by credit card, debit card or cash at the hotel reception desk;
  - All payments for services must be made in full without any discounts or deductions, unless otherwise specified.

VI.

#### ACCOMMODATION SERVICES

1. On arrival the customer is required to present a photo ID at the reception desk such as a passport or other identification card which is valid and shows proof of address in order to complete the necessary paperwork. Once done, the hotel will provide the customer with further information about their stay.
2. More information about accommodation and services can be found on the website or the hotel manual.
3. The hotel does not provide security in the parking area and therefore is not liable for any damage or theft of property in the parking lot, unless arrangements have been made with the hotel prior to any theft or damage, or unless it was given to the hotel for safekeeping.

VII.

#### TERMINATION OF CONTRACT & CANCELLATION FEES

1. The customer has the right to cancel the binding agreement in writing without any explanation or without any reason prior to their stay or under the conditions stated below. It must also be stated that terminating the contract without giving any notice, no services or accommodation will be rendered.
2. A cancellation fee must be paid if the customer cancels the reservation or part of their reservation during their stay. The customer is required to pay for the duration of the stay which

was provided by the hotel and all the services provided to the customer during that time which were not included in the price (restaurant, spa, bar, etc.) under the following conditions:

- For individual customers and groups of up to 10 guests other than dates for trade fairs for AMPÉR, TECHAGRO, MOBITEX and MSV, whose dates of stay can be found on the following website <http://www.bvv.cz/kalendar-veletrhu-a-vystav/>:

- If cancellation is made up to 2 days prior to the arrival date, the cancellation fee is 0% of the price of the accommodation.

- If cancellation is made within 24 – 48 hours prior to the arrival date (no later than 14:00 (2 pm) one day before the arrival date) the cancellation fee is 25% of the price of the room for the first night's stay which was booked.

- If cancellation is made on the day of the anticipated arrival date, the cancellation fee is 100% of the cost of the night's stay for which the accommodation was booked.

- For individual customers and groups of up to 10 guests during the dates of trade fairs for AMPÉR, TECHAGRO, MOBITEX and MSV, whose dates of stay can be found on the following website <http://www.bvv.cz/kalendar-veletrhu-a-vystav/>, MOTO GP and congress events:

- If cancellation is made more than 14 days prior to the arrival date, there is no cancellation fee.

- If cancellation is made within 7 – 14 days prior to the arrival date, the cancellation fee is 50% of the cost of the accommodation.

- If cancellation is made within 3 – 7 days prior to the arrival date, the cancellation fee is 75% of the cost of the accommodation.

- If cancellation is made up to 3 days prior to the arrival date, the cancellation fee is 100% of the cost of the accommodation.

- Group bookings of 10 guests or more:

- If cancellation is made more than 14 days prior to the arrival date, there is no cancellation fee.

- If cancellation is made within 7 – 14 days prior to the arrival date, the cancellation fee is 50% of the cost of the accommodation.

- If cancellation is made within 3 – 7 days prior to the arrival date, the cancellation fee is 75% of the cost of the accommodation.

- If cancellation is made up to 3 days prior to the arrival date, the cancellation fee is 100% of the cost of the accommodation.

The hotel does not charge any fees for cancellations made up to 20 days prior to arrival for group stays.

The hotel does not offer refunds, financial compensation or exchange for any services which were not rendered and were booked (such as accommodation, meals, and any other services) during the dates of stay.

3. In accordance with regulation § par. 1837 article j) in the Civil Code (OZ) the customer (in this case, consumer) does not have the right to withdraw from the binding agreement if the contract negotiations took place off the hotel premises or done remotely over the internet. In

all other cases, the customer by rights is only entitled to withdraw from the binding agreement under laws.

4. The hotel is entitled to rescind the contract or to terminate the contract without notice for the following reasons :

- Failure to pay for services or fees by the dates specified;
- For reasons on behalf of the customer or other persons for which services should be provided for, and in accordance with these terms and conditions, which are considered to be a breach of contract, or conditions stipulated, as well as, any violations of hotel regulations stated;
- Violation of hotel regulations despite warning (sufficient in verbal form) including misbehaviour or behaviour unbecoming;
- Due to technical reasons.

The aforementioned reasons will result in termination of the contract without refund or exchange and/or any financial recompensation already paid to the hotel. The only exception to the aforementioned is in cases of technical reasons, and, in this case, the customer will be refunded their deposit in the same way it was paid.

VIII.

#### FINAL PROVISIONS

1. These terms and conditions are in effect from 1. 4. 2016.
2. Any changes or amendments to these terms and conditions can be made individually between the hotel and the customer and may also be amended in written form.
3. The hotel reserves the rights to amend these terms and conditions. Any changes or amendments to these terms and conditions do not apply to contracts which have already expired.
4. These terms and conditions according to § 1751 of the Civil Code are considered to be part of the individual binding agreement. Full versions can be found on the hotel website.
5. Data protection is taken seriously. Any exchange of personal data and information is used for hotel purposes only and applies to the binding agreement between the hotel and the customer.
6. The consumer is entitled file a complaint, if they so wish to do so, with the Czech Trade Inspection Agency, the Inspectorate for the South Moravian Region , which is the controlling body of legal and natural persons selling or supplying goods and products on the domestic market, providing services or carrying out other similar activities on the domestic market, providing consumer credit or operates a business or marketplace, ie . the supervisory authority

supervising consumer protection, under the Act no. 64/1986 Coll., the Czech trade inspection, as amended, and other legislation. The website for the Czech Trade Inspection is [www.coi.cz](http://www.coi.cz).

## ADDITIONAL TERMS AND CONDITIONS

### 1. Prices and Services

Indicative prices for accommodation and any other services are listed in the accommodation provider's presentation materials (website, brochures, etc.). However, the customer is bound by the price shown in the accommodation voucher (hereafter referred to as the voucher). For the range of contractually agreed services and prices their breakdown in the voucher is binding. The host is entitled to change the agreed conditions of stay in cases beyond his control (e.g. force majeure).

### 2. Cancellation of stay by the customer

The customer is entitled to cancel the order at any time before arrival. Cancellation of stay requires a written electronic form (email with delivery receipt) to the address [hotel@fairhotel.cz](mailto:hotel@fairhotel.cz). The date and time of sending the email are decisive for determining the time of cancellation of the stay.

For larger groups, individual cancellation fees can be negotiated.

The accommodation provider will not charge the customer the aforementioned cancellation fees if he could not use the agreed services for the following reasons: death in the family, hospitalization of the customer or a member of his family, serious illness, recall order, natural disaster. The customer is obliged to document the above facts with a written document to the accommodation provider within 3 days of their occurrence at the latest.

### 3. Validity

These business and cancellation conditions are an integral part of the accommodation order and accommodation voucher (voucher).