

Bellevue Hotel Český Krumlov

Dear guests,

Here we would like to inform you about our **business conditions** and all the essential information regarding accommodation in our hotel:

1. COMMUNICATION TO CONSUMERS

HOTEL U MĚSTA VÍDNE (CK), a.s., as the accommodation provider, is providing the accommodated guests with the following pieces of information according to regulations § 1811 a 1820 Act No. 89/2012 Coll., Civil Code and by Act No. 634/1992 Coll., Consumer Protection Act:

- 1.1. **Accommodation provider's identity and contact data:** HOTEL U MĚSTA VÍDNE (CK), a.s., identification number: 26190095, based at: Prague 5 – Smíchov, Švédská 635/8, ZIP 150 00, , a company registered in the Companies Register held with Municipal Court in Prague, section B, file 6653, business premises address: **Hotel Bellevue****superior**, Latrán 77, 381 01 Český Krumlov, Czech Republic, electronic mail address: sales@bellevuehotels.cz, telephone number: +420 702 117 629
- 1.2. **Accommodation provider's main subject of enterprise:** rendition of accommodation services.
- 1.3. **Specification of the services:** the accommodation provider arranges for accommodation and for services related to accommodation on behalf of the accommodated guests subject to the terms and conditions stipulated in a written accommodation contract or confirmation of reservation.
- 1.4. **Price of the provided service:** the total price of the services rendered is in the order form. This price excludes any and all additional taxes and charges. Accommodation provider will add municipal taxes to final invoice.
- 1.5. **Method of payment and method of performance:** the accommodated guest shall provide all payments agreed in the accommodation contract in cash or through a noncash transaction crediting the accommodation provider's bank account whose number and variable symbol will be communicated to the accommodated guest by the accommodation provider in writing. Guest is obliged to provide prepayment only if it is stated in confirmation of reservation
- 1.6. **Complaint:** guest shall claim any damages as soon as possible. Guest shall inform accommodation provider about preferred solution of claimed damage (discount etc.)
- 1.7. **data concerning the existence, methods and conditions governing out-of-court settlements of consumer complaints, inclusive of the information on whether it is possible to seek assistance from a supervisory body:** The accommodated guest shall have the right to file a motion for out-of-court settlement of the dispute with the designated entity in charge of out-of-court consumer dispute settlements, which is:

The Czech Trade Inspection Authority (CTIA)

Central Inspectorate - ADR Department

Štěpánská 15, 120 00 Praha 2

Email: adr@coi.cz

Web: adr.coi.cz

The Czech Trade Inspection Authority is a supervisory body monitoring consumer protection, acting in pursuance of Act No. 64/1986 Coll., The Czech Trade Inspection Authority Act as amended, and additional legal regulations. The Czech Trade Inspection Authority's website is www.coi.cz.

- 1.8. In conformity with the provision § 1837 item j) of Civil Code, **no right of withdrawal from the accommodation contract shall arise for the accommodated persons** as consumers as long as the accommodation facility provides the contractual performances within the designated deadlines
- 1.9. identification of the European Union member state or member states whose legal regulations will be governing the relationship between the accommodated guest and the accommodation provider which has been established through the accommodation contract: Czech Republic

- 1.10. Information concerning the language to be used by the accommodated guest in negotiating with the accommodation provider along the contract duration and in which the contract terms and conditions and additional data will be communicated to the accommodated guests: Czech language.

2. PAYMENT AND CANCELLATION POLICY

- 2.1. **Advance Purchase Booking:** Payment **without the possibility of refund**. If cancelled, the total price of the reservation will be charged.
- 2.2. **Best Available Rate:** Reservations may be **cancelled free of charge up to 48 hours before arrival**. In case of cancellation 48 hours prior to arrival or no-show, 100 % of the first night will be charged.
- 2.3. **Fees:** In price included: **15 % VAT, Breakfast**. Municipality and city tax are not included.
- 2.4. **Extra fees:**
- Children **up to 6 years** using **existing bedding** have their stay **free of charge**.
 - Extra beds for all children **up to 12 years are charged 30 EUR** per night .
 - Extra beds for all other older children or **adults are charged 30 EUR** per night.
- 2.5. **Handling fee:** Please note that in the case of **cash payments in a foreign currency**, a handling fee of **5%** will be added to the final account. All accepted forms of payment are subject to our Terms of Payment, available upon request.
- 2.6. **Servis charge:** A service fee of 8 % of the total amount is paid in the final bill of the Le Jardin restaurant.
- 2.7. **Night servicecharge:** In case of the extended opening hours of the restaurant due event after 10 p.m. we charge CZK 1,500 for each hour started.

3. CONDITIONS FOR CONSENT TO PROCESS PERSONAL DATA FOR MARKETING PURPOSES (MARKETING CONSENT)

We hereby state the conditions under which we ask for your personal data processing for marketing purposes within the group operating Bellevue Hotels and Swiss Hospitality Management, s.r.o. under the following terms and conditions:

- 3.1. Who will be entitled to process the data based on your consent for marketing purposes?

Based on your consent to processing for marketing purposes, the data may be processed by members of the group operating Bellevue Hotel ('Personal Data Controllers'), ie (I) RENTERA, a.s. Švédská 635/8, 150 00 Prague 5, Identification No: 274 45 992 and its subsidiaries; and (II) Swiss Hospitality Management, s.r.o.; Na Konvářce 1864/13, 150 00 Prague 5, Identification No.: 071 55 778.

- 3.2. What data will be processed for marketing purposes based on the consent?

Based on your consent, the controllers may process the personal or other data concerning you or your company ('Data') for marketing purposes: name, surname, company name, contact information, and email address. The Data is collected at various moments and in various manners as the Personal Data Controllers come to contact with you or your company in relation to their activities within personal interviews by phone, email, via interactive online forms and letters.

- 3.3. For what purposes will the Data be processed for marketing purposes based on the consent?

Based on your consent to processing for marketing purposes, the Data may be processed by the Personal Data Controllers for the purpose of offering products and services by the Personal Data Controllers and the cooperating third parties, or, where appropriate, via electronic channels as well as for the purpose of marketing processing, analysis and profiling with the aim to customise the order according to your needs or your company's needs, and to enhance the quality of the respective services and products.

- 3.4. What is the time period of the consent for marketing purposes?

The Data shall be processed from the moment the consent for marketing purposes is granted (i) for a definite period of time of 5 years; or (ii) until the respective consent is revoked.

3.5. Your rights resulting from the consent:

The consent with personal data processing is granted voluntarily, and you have the right to revoke it at any time. Revocation may be performed free of charge in writing by a letter addressed to any Personal Data Controller or by email to sales@bellevuehotels.cz. Refusal or revocation of the consent will have no impact on performance of the respective contractual relationship. At any time you are entitled to request access to your processed Data, their update, their modification, their correction, their deletion, or their transfer. You are also entitled to ask to restrict processing or to object to processing. In such a case you may direct your request to any of the Personal Data Controllers to the email sales@bellevuehotels.cz. For the purpose of protecting your privacy, the Personal Data Controllers shall take the necessary measures to verify your identity before granting access or making corrections. If you believe that the Personal Data Controller has processed or might process any of your personal data contrary to the rules of private and personal life or contrary to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), you have the right to request explanation and/or remedy of the respective situation from the competent Personal Data Controller. Regardless of the aforementioned fact, you as a natural person are entitled to contact the Office for Personal Data Protection and to request it to take steps in rectification of any violation of obligations of the Personal Data Controllers.

4. INFORMATION ABOUT EET

4.1. **Information duty of the payer:** Payer is obliged to place an informational notice at the place, where usually registered payments are processed if not excluded by the nature of the matter. This informational notice must be placed on the website of the payer, where his products or services are offered.

4.2. **This notice must include:**

following text "In compliance with the Law about Registration of Takings, the seller is obliged to issue a receipt for the buyer. Simultaneously is the seller obliged to register the incoming takings by the tax administrator online, in case of a technical failure, within 48 hours." Shall the payer register the takings in a common regime at the given place

or following text " In compliance with the Law about Registration of Takings, the seller is obliged to issue a receipt for the buyer. Recipient of the takings registers the takings in a simplified regime, i.e. he is obliged to register the incoming takings by the tax administrator within 5 days." Shall the payer register takings in a simplified regime at the given place.

5. RULES OF ACCOMMODATION

5.1. These Rules of Accommodation are binding for all the accommodated guests (hereinafter the 'Guests') enjoying accommodation and other related services of the Bellevue hotel Český Krumlov, operated by HOTEL U MĚSTA VÍDNE (CK), a.s., identification number: 26190095, based at: Prague 5 – Smíchov, Švédská 635/8, ZIP 150 00, , a company registered in the Companies Register held with Municipal Court in Prague, section B, file 6653 (hereinafter the 'Hotel'), forming an integral part of the Contract for Accommodation or other similar contract (hereinafter the 'Contract') entered into between the Guest and the Hotel. Any person accommodated or staying in the Hotel along with the Guest, whose accommodation or stay has been reported to the Hotel, shall also be considered as Guests.

5.2. The Hotel provides the Guests with accommodation services and, as the case may be, also other Services to the extent and on the dates specified in the Contract and under the conditions agreed in the Contract, and furthermore under the conditions contained in these Rules of Accommodation. In the case of any contradiction between the Rules of Accommodation and the Contract, the covenants contained in the Contract shall prevail.

- 5.3. The Hotel is only entitled to accommodate a properly checked-in Guest. Immediately after arriving at the hotel, the Guest shall identify themselves to the competent Hotel Employee – namely the reception desk clerk – with a valid citizen's identity card or passport (or other valid proof of identity).
- 5.4. Pursuant to the provisions of Section 103 letter b) of Act No 326/1999 Coll on residency of foreigners in the territory of the Czech Republic and on amending certain acts as amended, the Guest is obliged to submit to the Hotel a travel document (passport), residence permit, certificate of temporary residence in the territory, residence card of a member of the family of a European Union citizen, residence permit for foreigners or permanent residence card, and complete in person and sign the check-in form pursuant to Section 97 of Act No 326/1999 Coll, or to sign a paper document containing data to the extent of the check-in form; the obligation of completing and signing in person the check-in form or the paper document containing data to the extent of the check-in document does not apply to Guests under 15 years of age.
- 5.5. The Hotel reserves the right not to accommodate persons who reject submitting a document to prove their identity, and persons who show symptoms of excessive consumption of alcohol, psychoactive substances, or infectious diseases without prejudice of their other obligations towards the Hotel. In such case the rejected person does not have any right towards the Hotel to be paid any compensation of damage caused by the fact that such person was not accommodated in the Hotel.
- 5.6. Pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter 'GDPR'), the Hotel as a personal data controller is entitled to process the Guest's personal data to the extent specified (in the so-called registration card) based on performance of the contract for accommodation. Furthermore, the Guest may grant their consent in the registration card to processing the Guest's data for marketing purposes. The personal data may only be made available to third persons to the unavoidable extent of fulfilling the purpose of personal data processing and in accordance with GDPR. Each Guest has the right to revoke their consent to personal data processing for marketing purposes, to be provided information about processing the Guest's personal data, its update, modification, correction, deletion, or more detailed specification, as well as the right to explanation and other activities according to GDPR based on a request delivered to the Hotel by mail or electronically by email. Other information about personal data processing is available at the Hotel's website.
- 5.7. After identification of the Guest by the competent Hotel's Employee and the Guest's check-in, the Guest shall receive a room key (hotel card) and accommodation card, where the name of the hotel, room number, and check-out time during the final day of accommodation shall be specified, or, where appropriate, the Guest's name and period of stay. From that point only the Guest (or Guests) will have access to the Guest's room. Access of the Hotel's staff to the Guest's room is limited to the necessary extent for the purpose of proper performance of the accommodation conditions agreed by this Contract (cleaning, unavoidable maintenance, elimination of emergency situation, etc). In order to ensure the maximum privacy of the Guest, restriction of entry of the Hotel's staff in the Guest's room may be agreed, or a DO NOT DISTURB badge may be hung on the room's door handle.
- 5.8. The Guest is not authorised to allow use of the room by third persons. All room equipment and fittings are only designated for use by the Guest.
- 5.9. The Hotel guarantees to the Guests services at the quality corresponding to the Hotel's level to the extent and under the conditions set out in the Contract and Act No 89/2012 Coll, the Civil Code as amended.
- 5.10. Accommodation of the Guest on the day of arrival is possible at 3.00 p.m. at the earliest. The Guest is obliged to vacate the room on the last accommodation day, and to return the key (hotel card) before 11.00 a.m. If the Guest fails to clear the room on the final day of accommodation and fails to return the key (hotel card) before the specified deadline, the Hotel will be entitled to charge the Guest for another day of stay. In such a case, the Hotel will also have the right towards the Guest to receive a compensation of damage incurred by the Hotel in relation to the Guest's delay in check-out including the right to remove the Guest's belongings from the room and to store them in a safe place for the purpose of clearing the room for the guest who booked the room for the following stay.

- 5.11. If the Guest fails to appear to check in before 7.00 p.m. on the first day of accommodation, and if the Guest fails to individually agree with the Hotel (by phone, by email) to prolong the room booking term, the Hotel will no longer be obliged to book the room for the Guest.
- 5.12. If the Guest requests extending the accommodation beyond the period originally stipulated by the contract for accommodation, the Hotel is entitled to offer to the Guest, for capacity reasons, a room other than the room where the Guest was originally accommodated.
- 5.13. The Guest is obliged to pay for the accommodation and other related services the price determined in accordance with the valid Hotel's price list. The Hotel is entitled to require from the Guest advance payment for accommodation and other related services.
- 5.14. Breakfasts are served from 7.00 a.m. to 10.30 a.m.
- 5.15. All rooms and interior premises of the Hotel are non-smoking. For the aforementioned reasons, smoking and handling open flames is strictly forbidden in all internal premises of the Hotel. Smoking is only permitted in the reserved exterior premises designated for such purpose. The fine for each infringement case is € 150.
- 5.16. Accommodation of dogs, cats, or other animals is strictly prohibited at the Hotel.
- 5.17. In the rooms and other premises of the Hotel, it is not allowed without the prior consent of the Hotel to move furniture or make any changes or repairs. Also it is not permitted in rooms and other premises of the Hotel to interfere with the electrical mains or other installations. In rooms and other premises of the Hotel, guests are not allowed to use their own electrical appliances except those electric appliances used for personal hygiene of the Guest (shaving and massaging machines, hair dryers, etc) or common charging tools for personal computers, mobile phones, cameras, and the like.
- 5.18. When leaving the room, the Guest is required to close all windows and water fixtures, to turn off all devices connected to electrical outlets, to turn off all lights, and to lock the room.
- 5.19. For safety reasons, children under 10 are not allowed to stay in the rooms or other premises of the Hotel without adult supervision.
- 5.20. The Guest is obliged to report to the Hotel any serious accidents and injuries suffered by the Guest in the premises of the Hotel. In the case of the Guest's injury or illness, the Hotel shall provide cooperation to call medical assistance or transport the Guest to hospital. Any medical care shall be paid by the Guest. The use of the Hotel's accommodation premises is only allowed to Guests who are not carriers of or affected by infectious or parasitic diseases, or who have been ordered to be subject to increased health supervision or quarantine.
- 5.21. For all damage caused to the Hotel by the Guest, the Guest shall be responsible to the extent of the applicable legal regulations. Any damage or defect of the Hotel's property must be reported by the Guest to the Hotel immediately upon their discovery.
- 5.22. The Hotel is responsible for any damage caused to the Guest's property pursuant to Section 2946 of the Act No 89/2012 Coll. The Guest is obliged to store all jewellery, money, and other valuables in the room safe, which is a facility reserved for storing valuables. Other valuables particularly include jewels, securities, watches, mobile phones, computers, and other similar devices. The Hotel is responsible without any limitation for jewellery, money, or other valuables if they have been taken over by the Hotel for custody, or if a damage was caused to them due to interventions by the Hotel's staff. The right to compensation of damage must be claimed against the Hotel immediately after the Guest has learnt of the damage.
- 5.23. The Guest is obliged to adhere to rules of decent behaviour in the Hotel's premises, not to bother other Hotel Guests and staff with inappropriate conduct, to keep quiet at night (from 10.00pm to 6.00am), not to drink alcoholic beverages or use narcotics in the Hotel's common areas (except in rooms reserved for such a purpose, the restaurant or hotel bar, etc), and not to damage the Hotel's furniture and equipment. When using electrical devices, TV sets, or other appliances, the Guest is obliged to behave with a special caution and to pay increased attention to their use. Breach of any of these obligations, including the obligations set out in [Art 15 to 20] of these Rules of Accommodation, is considered a substantial violation of the Contract resulting in immediate termination of the Guest's stay without any compensation. In such case, the Hotel has the right to charge the Guest with the entire

agreed period of stay, and the Guest will be obliged to immediately leave the room and to return the room key (hotel card). The aforementioned does not exclude the Hotel's right to compensation of damage incurred by the Hotel in relation to the Guest's conduct.

The Hotel's management and staff wish all Guests a pleasant stay, and welcome all proposals from the Guests how to improve the Hotel's operation and the provided services.

These general terms and conditions has been draw up in Czech, English and German vision. In the event of conflict between the Czech, English and German versions, the Czech vision shall prevail.

These Rules of Accommodation shall come into valid and effect on 1st January 2019.