

IC HOTELS a.s.

MalletovaStreet 1141, 190 00 Prague 9, TELEPHONE 00420 296 786 350, FAX 00420 296 786 348
The company is registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Entry 8045
IČ: 267 45 445, DIČ: CZ267 45 445

GENERAL TERMS AND CONDITIONS

WELLNESS HOTEL STEP****
MalletovaStreet 1141/4, 190 00 Prague 9

HOTEL BRIDGE***
VašátkovaStreet 1024, 190 00 Prague 9

Preamble

The object of General Terms and Conditions of the IC HOTELS plc. is the adjustment of ordering and acceptance of the offer, esp. accommodation, conference and related services, and to regulate the conditions of their realization in the WELLNESS HOTEL STEP**** and the BRIDGE HOTEL*** (further only "GTC").

For purposes of these GTC

- The company IC HOTELS plc. will be referred to as the „company“ or the „provider“
- Will be the individual client or the person providing services for the third parties referred as „a customer“
- Be the accommodation, conference and other related services also referred as „services“
- A written agreement containing the Essentials requirements set by law will be considered for a concluded contract, for the written form is also considered a fax or electronic communication
- Act No. 89/2012 Coll., The Civil Code, as amended, known as the „Civil Code“.

GTC form an integral part of all pre-contractual agreements and concluded contracts relating to the implementation esp. accommodation, conference and related services of the company (e.g. agreement on the provision of services).

In the case of a conflict between the provisions of the contracts of the company, including standardized contracts, and the provisions of the GTC, the provisions of these contracts take precedence over the provisions of the GTC.

GTC become part of the pre-contractual agreements in the moment of start of these negotiations between the company and the client and a part of contracts in the moment of their conclusion.

If the offer of the company for conclusion of a contract is accepted by the client within the pre-contractual dealings with any amendment or variation, including the amendment or variations which substantially does not change the content the offer for conclusion of a contract, the company excludes in accordance with § 1740 paragraph 3 of the Civil Code the acceptance of conclusion of such offer with an amendment of a variation and the conclusion of the contract.

Part of the contract are not and on the contractual relationship between the company and the customer will not applied any other terms and conditions or similar documents that the ones the contract explicitly refers to. The company by signing of the contract in accordance with the provisions of § 1751 paragraph 2 of the Civil Code excludes the conclusion of any contract in case the customer attaches to this contract his terms and conditions, unless the terms and conditions are explicitly and in a written form accepted by the company.

Article I.

Pre-contractual arrangements

1. The pre-contractual arrangements include an order of services, negotiation their terms and confirmation of the final order by the company.
2. Service orders must be made in a written form and must be clear who makes them, and what their object is (type of service, dates, prices, etc.). Orders must be sent to the appropriate department of the company, i.e. to the business and reservation department or to the Congress department or to the director of the establishment.
3. Negotiation the terms is the object of the communication between the client and the company and therefore it is not considered the offer with an amendment or a deviation according to the § 1731 of the Civil Code.
4. By signing the order, alternatively by confirmation of an email, we express the agreement with providing the ordered services in the agreed range and at that moment the contract is concluded.

5. If other additional services are ordered by the client or by other person who represents him, the company and the client are obliged to act in accordance with this article. The company is committed to make any effort to provide the requested additional services but their provision is not guaranteed.

Article II.

Responsibilities of the parties

1. By concluding the contract for the company, arise an obligation to provide the client with services stipulated in the contract and also an obligation to the client to receive these services and to pay the agreed price to the company.

Article III.

Payment terms

1. If the company requires a deposit for the ordered services, the client is obliged to pay properly this deposit, i.e. in the amount and due date specified in the contract; the payment of the deposit is understood as the credit of the appropriate amount to the bank account of the company, unless it has been agreed otherwise. If the deposit is not paid properly by the client, the company reserves the right to cancel the confirmed order, and this cancellation will be considered for cancellation by the client and the company is entitled to require payment of the cancellation fees from the client according to the Article IV. of the general business terms.
2. The client agrees to pay a tax document (invoice) by the due date specified therein; unless agreed otherwise, the maturity period is 14 days from its issuance. Any discrepancies in the tax document (invoice) must be claimed by the client in a written form within 5 days of its receipt. If the company recognizes the complaint of the tax document (invoice) as an entitled complaint, the due date of the tax document (invoice) will be postponed and the amount shown in the claimed tax document (invoice) will be payable by the due date specified in the newly issued tax document (invoice). In the case of the claimed tax document (invoice), where the company finds the complaint to be unjustified, the relevant amount is payable on the due date stated on the claimed tax document (invoice).
3. The payment is deemed to occur at the moment when it is credited to the bank account of the company indicated on the tax document (invoice), unless it has been agreed otherwise.
4. In case of delay of the client in the payment for the provided services, the company may require to pay addition to the amount a default interest of 0.5% of the outstanding amount for each day of delay from the first day following the due date of the tax document (invoice) to pay it.
5. The Company reserves the right to apply any payment of the client to pay its oldest debts / oldest claims that client has overdue in relation to the company.
6. All payments will be made in the currency that matches the currency specified in the contract. Prices in EUR will be calculated using the current rates established by the National Bank valid on the date of provision of the service.

Article IV.

Cancellation terms

1. Cancellation is always meant the cancellation, postponement or modification of a confirmed order.
2. The client is obliged to apply the cancellation in a written form by the person with whom were negotiated terms of the contract, alternatively by the director of the establishment.

If the client cancels the ordered and confirmed services, he is obliged to pay the cancellation fees to the company according to the price conditions of the reservation; the cancellation fees will be calculated from the price for the cancelled services including VAT (hereinafter referred only to as the „cancellation amount“), namely:

- in case of announcement of the cancellation 36 day or more prior to the first day of provision of the services, any cancellation fees are not charged,
- in case of announcement of the cancellation within the period from 29 to 35 days inclusive prior to the first day of provision of the services, the **cancellation charges are 20% of the cancellation amount,**
- In case of announcement of the cancellation within the period from 16 to 28 days inclusive prior to the first day of provision of the services, **the cancellation charges are 40% of the cancellation amount,**
- In case of announcement of the cancellation within the period from 7 to 15 days inclusive prior to the first day of provision of the services, **the cancellation charges are 70% of the cancellation amount,**

- In case of announcement of the cancellation within the period from 1 to 6 days inclusive prior to the first day of provision of the services, alternatively if the client does not come without making the cancellation, **the cancellation charges are 100% of the cancellation amount.**
3. For purposes of these general business terms, the price of a room is meant the price for accommodation and a buffet breakfast, a municipal charge and VAT at the standard rate.
 4. The cancellation fee will be charged to the client by a tax document (invoice) with 14 days maturity. If the cancellation fee is not paid properly, the client is obliged to reimburse in addition to the appropriate amount of the cancellation fee also an interest on arrears amounting to 0.5% of the outstanding amount for each day of delay from the first day following the due day of the cancellation fee until its payment.

ArticleV.

Complaints about services

1. The client is obliged to make complaints about services provided by the company in a written form by the person with whom terms of the contract were negotiated, alternatively by the director of the establishment. This complaint must be applied immediately after finding deficiencies in services, but not later than the day following the last day on which the client was provided with the services. Later complaints will not be considered.

Article VI.

Withdrawal from the contract

1. Each party is entitled to cancel the contract under the conditions and for the reasons specified by law or the contract.
2. The Provider is entitled to terminate the contract with immediate effect (in whole range or in a part) in the case that the client breaks the agreement substantially or repeatedly breaks any obligation under the contract, or if the client is in arrears with the payment of any amount due by more than 15 days after the due date.
3. The Parties agree that if the subject of the agreement is a contract binding to the continuous / repetitive activity (according to the § 2004 paragraph 3 of the Civil Code), the parties can withdraw from it only with effects for the future.

Article VII.

Unreliable payer

1. The provider declares that on the date of 1 January 2014 he is not an unreliable payer within the meaning of the Act no. 235/2004 Coll., on Value Added Tax, as amended. If the provider became any time during the duration the contract an unreliable payer within the meaning of the above Act, he immediately informs the provider about that.

ArticleVIII.

Jurisdiction

1. Any eventual disputes arising in connection with the provision of services by the company, including related service of the company, are governed by Czech law and will be dealt at a general court of the company regardless of the residence / domicile of the client. The priority is to settle disputes by reconciliation.

ArticleIX.

Consent to receive WHS commercial offers

1. The client agrees to receive commercial offers from companies, which is carried out in accordance with law no. 480/2004 Sb., on some services of the information company, as amended.

ArticleX.

Force majeure

1. If the Company or the client is not able to meet the agreed conditions due to the intervention of a force majeure, he has the right to withdraw from the contract, unless the parties agree otherwise. Force majeure means especially war, mobilization, internal unrest, confiscation, strike, lockout, and damage to the hotel and its equipment due to natural disasters or internal disturbances, export and import restrictions, explosion, epidemic, lack of material caused by the above reasons; in the case of intervention of the force majeure the client or the company are not entitled to apply any sanctions to the company or equivalent requirements. This provision is used also in case of damage due to accident (switchboard water, electricity, etc.); Company be obliged to offer the customer only alternative in accommodation of the same or higher category.

ArticleXI.

Other arrangements

1. The Parties acknowledge that the liability of the company, the customer and clients of the customer complies with the provisions of § 2894 et seq. Civil Code. Damage will be compensated in money, unless the parties agree otherwise. In the case that the damage is caused by the clients of the customer and the clients do not pay for the damage, the client is committed to pay for the damage.
2. At the arrival of "clients-student groups the company is authorized at to collect from those a refundable deposit of € 20.00 / person / stay at the reception, which is used to cover any damage caused by clients-students, including non-payment of claims arising by drawn arbitrarily services (minibar, telephones, etc..). The Company is committed to return this deposit or its part to the clients-students at the departure and after their settlement of any claims according to this paragraph.
3. If the company find the conduct of the costumer or his clients a gross violation of hotel accommodation rules, the company hat the right, after discussing the matter with the client, terminate the stay of the customer, alternatively of his clients, without compensation or charge a contractual penalty of up to the entire repayable advance, i fit was paid, or a flat rate of € 50.00 /room.

ArticleXII.

Final provisions

1. General business terms come into effect on 1 January 2014.