

IC HOTELS s.r.o.

Hybernská 1009/24, Nové Město, 110 00 Praha 1
společnost je zapsána v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 340411
IČ: 097 27 736, DIČ: CZ09727736

GENERAL TERMS AND CONDITIONS

WELLNESS HOTEL STEP**

Malletova 1141/4, 190 00 Prague 9

SPORTCENTRUM STEP

Malletova 2350, 190 00 Prague 9

Preamble

The purpose of the General Terms and Conditions (hereinafter "GTC") of IC HOTELS s.r.o. is to regulate the ordering and acceptance of offers, particularly for accommodation, conference, sports, and related services, and the conditions for their provision at WELLNESS HOTEL STEP**** and SPORTCENTRUM STEP.

For the purposes of these GTC:

- The company **IC HOTELS s.r.o.** is also referred to as the "Company" or "Provider."
- The "Client" or "Customer" refers to both individual guests and persons arranging services for third parties.
- Accommodation, conference, catering, sports, and related services are also referred to as "Services."
- A "Contract" is considered a written agreement containing the essential elements prescribed by law; fax or electronic communication is also considered written form.
- Act No. 89/2012 Coll., the Civil Code, as amended, is referred to as the "Civil Code."

The GTC form an integral part of all pre-contractual arrangements and concluded contracts concerning the provision of accommodation, conference, sports, and related services, including standard contracts of the Company (e.g., service provision contracts).

In case of conflict between the provisions of Company contracts, including standard contracts, and the GTC, the contract provisions shall take precedence.

The GTC become part of pre-contractual arrangements at the moment these negotiations between the Company and the Client commence, and part of contracts upon their conclusion.

If the Client accepts the Company's offer with any addition or deviation, even if it does not materially alter the content of the offer, the Company, in accordance with § 1740(3) of the Civil Code, excludes the acceptance of such an offer with an addition or deviation and the conclusion of the contract.

No other terms and conditions or similar documents not expressly referenced in the contract shall form part of or apply to the contractual relationship between the Company and the Client.

Article I.

Pre-Contractual Arrangements and Conclusion of the Contract

1. Pre-contractual arrangements include ordering services, negotiating their conditions, and the Company's confirmation of the final order.
2. Orders must be made in writing and clearly indicate the ordering party and the subject of the order (type of services, dates, prices, etc.). Orders can be placed by email, via the Company's website, through the online reservation system, or in person at the Wellness Hotel Step reception.
3. Negotiating terms is considered communication between the Client and the Company and is not deemed an offer with an addition or deviation pursuant to § 1731 et seq. of the Civil Code.
4. Confirmation of the order (e.g., signed order, email confirmation, or automatic confirmation generated by the online reservation system) constitutes the Company's consent to provide the ordered services as agreed, at which point the contract is concluded. Individual conditions may apply.

5. If the Client or their representative orders additional services, both the Company and the Client must comply with this Article. The Company will make every reasonable effort to provide additional services but does not guarantee their availability.
6. Upon conclusion of the contract, the Company is obliged to provide the services as stated in the contract, and the Client is obliged to accept and pay the agreed price.

Article II.

Vouchers

1. Company services may be paid for using vouchers issued by the Company, which can be purchased on the Company's website (wellness-hotel-step.cz). A voucher is a document issued by the Company in electronic or printed form, entitling its holder to the services listed on the voucher (stay vouchers) or to pay for services via a voucher of a certain nominal value (value vouchers).
2. The purchase contract with the Customer is concluded upon full payment of the voucher via the payment gateway on the Company's website. The Customer receives the voucher via email in PDF format (if electronic delivery is chosen) or by post to the specified address. Postage costs apply for postal delivery.
3. Service redemption (dates) must be booked by email at obchod@hotelstep.cz, including the unique voucher code.
4. Vouchers are typically valid for 12 months from the purchase date, with the exact expiry date printed on the voucher. After expiration, the voucher expires without compensation.
5. Vouchers may be used only once; any unused balance expires. They cannot be transferred to other stays or services, used to purchase other vouchers or gift certificates, or exchanged for cash. Vouchers are transferable.
6. Vouchers cannot be used to pay local accommodation fees or services not explicitly included in the voucher package (e.g., pet fees, transfers). These fees must be paid separately by the Customer upon arrival.
7. If the Customer is a consumer, they have the right to withdraw from a distance purchase contract within 14 calendar days of receiving the voucher without giving a reason, unless the voucher has already been redeemed. By agreeing to the GTC before purchase, the Customer consents to the early provision of services.

Article III.

Payment Terms

1. The Client shall pay for services under the conditions agreed in the contract.
2. If a deposit is required, the Client must pay it as specified in the contract. Failure to pay may result in order cancellation, treated as a Client-initiated cancellation, and applicable cancellation fees will apply.
3. The Client must pay the invoice within the specified term; if not specified, 14 days from issuance. Any invoice discrepancies must be reported in writing within 5 days or before the invoice due date.
4. Payment is considered completed upon crediting the Company's bank account unless otherwise agreed.
5. In case of late payment, the Company may charge 0.5% interest per day on overdue amounts.
6. The Company may apply payments to the oldest outstanding receivable.
7. Payments shall be made in the currency stated in the contract. EUR prices are calculated using the CNB rate on the service date.

Article III.a

Payments in Bitcoin and Litecoin

1. Clients may pay using Bitcoin or Litecoin. Conversion occurs at the moment the payment method is chosen, with a handling fee applied.
2. Payments not made within 90 minutes of receiving payment details (QR code) are invalid and require recalculation. Payments not confirmed within 12 hours are considered invalid, and the Client must pay by another method.
3. Clients acknowledge risks associated with cryptocurrency payments, particularly price volatility. Refunds may result in receiving less cryptocurrency than originally paid, depending on the exchange rate.

Article IV.

General Cancellation Conditions

1. Cancellation always refers to the cancellation, postponement, or modification of a confirmed order.
2. Cancellation must be submitted in writing to the person with whom the contract terms were agreed, or to the branch manager.
3. If the Client cancels booked and confirmed services, they must pay cancellation fees according to the reservation terms. Cancellation fees are calculated from the total price of the canceled services, including VAT (hereinafter "Cancellation Fee"), as follows:
 - Cancellation 60 days or more before the first day of service: no fee
 - Cancellation 50–60 days before the first day of service: 10% of the Cancellation Fee
 - Cancellation 35–50 days before the first day of service: 25% of the Cancellation Fee
 - Cancellation 20–35 days before the first day of service: 50% of the Cancellation Fee
 - Cancellation 1–20 days before the first day of service, on the day of service, or no-show: 100% of the Cancellation Fee
4. The Cancellation Fee will be invoiced with a 14-day payment term. If unpaid, the Client will also pay 0.5% interest per day on the overdue amount starting the day after the due date until payment is received.

Article V.

Cancellation Conditions for Flexible and Guaranteed Reservations

Flexible Reservations

1. Flexible reservations require a credit card guarantee. The guest provides credit card details. The card may be pre-authorized up to the full reservation amount to verify validity and sufficient funds. Pre-authorization is not a final payment and will be released according to the issuing bank's timing. Failure to pre-authorize may result in cancellation of the reservation if no valid payment information is provided within 2 hours.
2. Cancellation must be made at least 48 hours before the expected check-in time (2:00 PM local time). Late cancellations or no-shows result in a charge equivalent to the first night of accommodation.

Guaranteed Reservations

1. Guaranteed reservations require 100% prepayment.
2. Cancellation, modification, or no-show will result in forfeiture of the full prepayment. Confirming a reservation with non-refundable terms indicates that no legal claim for compensation exists, even in case of changes or force majeure.

Article VI.

Service Complaints

Complaints regarding services provided must be submitted in writing to the person with whom the contract terms were agreed, or to the branch manager. Complaints must be made immediately after discovering deficiencies, but no later than the day following the last day of service provision. Late complaints will not be considered.

Article VII.

Contract Withdrawal

1. Either party may withdraw from the contract under conditions set by law or the contract.
2. The Provider may withdraw immediately if the Client materially breaches the contract or repeatedly violates any contractual obligations.

3. For contracts involving continuous or recurring obligations (§ 2004(3) Civil Code), withdrawal will have effect only for future obligations.

Article VIII.

Unreliable Taxpayer

The Provider declares that it is not an unreliable taxpayer under Act No. 235/2004 Coll., VAT, as amended. Should the Provider become an unreliable taxpayer during the contract, it will notify the Client without delay.

Article IX.

Jurisdiction

1. All disputes arising from the provision of services will be governed by Czech law and resolved in the court of general jurisdiction of the Company, regardless of the Client's domicile. The priority is to resolve disputes amicably.
2. In accordance with Act No. 634/1992 Coll., Consumer Protection, the Provider informs consumers of the possibility to submit disputes for out-of-court resolution to:

Czech Trade Inspection Authority

Central Inspectorate – ADR Department
Štěpánská 15, 120 00 Prague 2
Email: adr@coi.cz
Website: adr.coi.cz

Article X.

Personal Data Protection

Personal data collected in connection with the Provider's activities are processed and stored in accordance with applicable European and Czech law. Detailed information is available in the Personal Data Processing Policy on wellness-hotel-step.cz.

Article XI.

Consent to Receive Commercial Offers

The Client agrees to receive commercial offers from the Company in accordance with Act No. 480/2004 Coll., on Certain Information Society Services, as amended.

Article XII.

Force Majeure

If either party is unable to meet contractual obligations due to force majeure, they may withdraw from the contract unless otherwise agreed. Force majeure includes war, mobilization, internal unrest, confiscation, strikes, service interruptions, damage to hotel property due to natural disasters or internal unrest, export/import restrictions, explosions, epidemics, or material shortages for the above reasons. No sanctions or claims can be applied for force majeure. In case of property damage, the Company will offer alternative accommodation of the same or higher category.

Article XIII.

Additional Agreements

1. Liability of the Company, Client, or Client's guests is governed by § 2894 et seq. Civil Code. Damages are compensated in money unless otherwise agreed. If damages are caused by the Client's guests and remain unpaid, the Client shall cover them.

2. The Company may require a refundable deposit of €20 / 500 CZK per person per stay, or €80 / 1500 CZK for stays with pets, to cover potential damages or unpaid services. The deposit will be refunded after settlement.
3. If all consumed services are not paid, the Company may charge the Client's credit card.
4. If the Client or their guests violate hotel rules grossly, the Company may terminate the stay without compensation and charge a contractual penalty up to the full deposit, or a flat fee of €50 per room.

Article XIV.

Final Provisions

These GTC take effect on **November 22, 2024**.