



## ***GENERAL BUSINESS CONDITIONS***

### **Preamble**

These General Business Conditions of the Archdiocese of Prague lay down the terms and conditions for placing orders and accepting offers of, in particular, accommodation and convention and other related services at the Clara Futura Chateau Hotel (hereinafter referred to as the 'GBC').

For the purposes of the present GBC, the following terms are understood as follows:

- Archdiocese of Prague is also referred to as the 'Provider'.
- 'Client' means an individual client or an entity arranging services for third parties.
- Accommodation, convention and other services and the services related thereto are also referred to as 'services'.
- A concluded agreement is understood to be a written arrangement containing the material particulars required under laws and regulations, where written form also includes electronic communication.
- Act No 89/2012, the Civil Code as in force is referred to as the 'Civil Code'.

The GBC constitute an integral part of all pre-contractual arrangements and concluded agreements relating to the provision of, in particular, accommodation and convention services and the related services of the Provider, including the Provider's standardised agreements (such as service agreements).

In the event of a discrepancy between the provisions of agreements, including the Provider's standardised agreements, and the provisions of the GBC, the provisions of such agreements shall take precedence over the provisions of the present GBC.

The GBC shall become part of pre-contractual arrangements at the time the talks on such arrangements begin between the Provider and the Client, and part of agreements at the time such agreements are entered into.

If during pre-contract talks the Provider's offer to enter into an agreement is accepted by the Client with any addendum or variation, even if such addendum or variation does not result in a material change in the content of the offer to enter into the agreement, the Provider rules

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out, under Section 1740 (3) of the Civil Code, the acceptance of such an offer with such an addendum or variation and the conclusion of such agreement.

No other business conditions or other similar documents that an agreement does not expressly refer to shall be part of the concluded agreement, nor shall they apply to the contractual relationship between the Provider and the Client. By signing an agreement under Section 1751 (2) of the Civil Code, the Provider rules out the conclusion of any agreement in the event that the Client attaches its business terms and conditions to such agreement, unless the Client's business terms and conditions are expressly accepted by the Provider in writing.

## **Article I**

### Pre-contractual Arrangements

1. Pre-contractual arrangements include placing an order for services, negotiating the terms and conditions for the provision thereof, and confirming the final order by the Provider.
2. Orders for services must be placed in writing and must clearly specify the person placing the order and the subject matter of the orders (the type of services, date and time, prices, etc.).
3. The negotiation of terms and conditions is communication between the Client and the Provider and, as such, is not considered to constitute an offer with an addendum or variation under Section 1731 *et seq.* of the Civil Code.
4. By signing an order or confirming an e-mail, the Provider agrees to the provision of the ordered services to the agreed extent; thereupon the agreement is considered to be concluded.
5. If the Client or the person/representative appointed by the Client subsequently orders additional services, the Provider and the Client shall proceed in accordance with this Article. The Provider agrees to make every effort to provide the subsequently requested services; however, the Provider does not guarantee that such services will be provided.

## **Article II**

### Obligations of the Parties

1. Upon entering into an agreement, the Provider shall become obliged to provide the Client with the services specified in the agreement, and the Client shall become obliged to consume such services and to pay the contract price to the Provider.



### **Article III**

#### Payment Terms

1. If the Provider requires an advance payment for ordered services, the Client shall pay such advance to the Provider as due, i.e. in the amount and by the due date specified in the agreement. The payment of an advance means that the relevant amount is credited to the Provider's bank account, unless agreed otherwise. If the advance is not duly paid by the Client, the Provider reserves the right to cancel the agreed booking and to charge the Client the relevant cancellation fee under Article IV of the present GBC.
2. The Client agrees to pay an invoice by the due date stated therein; unless otherwise agreed, the due date shall be 14 days from the date of issue of the invoice. Any discrepancies in an invoice must be claimed by the Client in writing not later than five days from the receipt of the invoice. If the Provider accepts the claim concerning the invoice as justified, the due date of such invoice shall be deferred and the amount billed under the claimed invoice shall fall due on a due date stated in a replacement invoice issued by the Provider. Where the Provider does not accept a claim concerning an invoice as justifiable, the invoiced sum shall fall due on the due date stated in that invoice.
3. A payment is considered to be made at the time when the amount is credited to the Provider's bank account specified in the invoice, unless agreed otherwise.
4. In the event the Client is late in paying for services rendered, the Provider has the right to charge the Client, in addition to the payment of the amount owed, late payment interest at a rate of 0.5% of the amount owed for every commenced day of delay, starting on the first day following the due date of the invoice and until payment is made.
5. The Provider reserves the right to use any payment made by the Client as the payment of the oldest overdue receivable(s) due to the Provider from the Client.
6. All payments shall be made in the currency specified in the agreement. Prices in EUR shall be calculated using the current 'midpoint' exchange rate set by the Czech National Bank for the day on which the service is provided.

### **Article IV**

#### Cancellation Terms

1. Cancellation means the cancellation, postponement or modification of a confirmed order.



2. The Client must serve a cancellation notice in writing on the person with whom the terms and conditions of the agreement were negotiated or, in the absence of such a person, on the manager of the establishment.

If the Client cancels ordered and confirmed services, the Client shall pay the Provider a cancellation fee as per the price terms of the relevant booking; the cancellation fee shall be calculated from the price of the cancelled service, including VAT (hereinafter referred to as the 'cancelled sum'), as follows:

- if the cancellation notice is served 90 days and more before the agreed first day of the provision of services, no cancellation fee is charged,
  - if the cancellation notice is served 89 to 30 days, inclusive, before the agreed first day of the provision of services, the cancellation fee amounts to 15% of the cancelled sum,
  - if the cancellation notice is served 15 to 29 days, inclusive, before the agreed first day of the provision of services, the cancellation fee amounts to 25% of the cancelled sum,
  - if the cancellation notice is served 7 to 14 days, inclusive, before the agreed first day of the provision of services, the cancellation fee amounts to 50% of the cancelled sum,
  - if the cancellation notice is served 3 to 6 days, inclusive, before the agreed first day of the provision of services, the cancellation fee amounts to 80% of the cancelled sum,
  - if the cancellation notice is served on 48 hours before the day on which services are to be provided, and in no-show cases, the cancellation fee amounts to 100% of the cancelled sum.
3. For the purposes of the present GBC, the room price means the price for accommodation and buffet breakfast, the local administrative charge, and VAT at the statutory rate.
  4. The cancellation fee will be charged to the Client in an invoice falling due 14 days from the date of issue. If the cancellation fee is not duly paid, the Client shall also pay the Provider, over and above the cancellation fee, late payment interest at a rate of 0.5% of the amount owed for every commenced day of delay, starting on the first day following the due date of the cancellation fee until the fee is paid.



## **Article V**

### Complaints

1. The Client can complain about the services provided by the Provider only in writing and with the person with whom the terms and conditions of the agreement were negotiated or, in the absence of such person, with the manager of the establishment. The complaint must be made promptly after deficiencies in services are identified, but not later than on the day following the last day on which the services in question were provided to the Client. Complaints submitted later will be disregarded.

## **Article VI**

### Withdrawal from the Agreement

1. Each of the Contracting Parties has the right to withdraw from the agreement subject to the conditions and for reasons laid down in the law or set out in the agreement.
2. The Provider may withdraw from the agreement, in full or in part, effective immediately if the Client materially breaches the agreement or repeatedly violates any obligation under the agreement, of if any amount owed by the Client is more than 15 days past due.
3. The Contracting Parties agree that if the object of their arrangement is an agreement under which services are to be provided in an ongoing/repeated manner under Section 2004 (3) of the Civil Code, the Contracting Parties may only withdraw from the agreement with effect in the future.

## **Article VII**

### Unreliable Payer

1. The Provider represents that at 1 November 2018, it is not an unreliable payer within the meaning of the VAT Act. If the Provider becomes an unreliable payer within the meaning of the VAT Act at any time during the term of the agreement, the Provider shall notify the Client thereof immediately.

## **Article VIII**

### Jurisdiction

1. Any disputes that may arise in connection with the provision of services by the Provider, including the Provider's related services, shall be governed by Czech law and adjudicated by an ordinary court with local jurisdiction over the Provider's



registered office regardless of the Client's registered office/residence. The Contracting Parties shall make every effort to settle disputes in an amicable manner.

#### **Article IX**

##### Consent to the Distribution of WHS Commercial Offers

1. The Client consents to the distribution of commercial offers by the Provider in accordance with Act No 480/2004 on Certain Information Society Services, as in force.

#### **Article X**

##### Force Majeure

1. If, despite using the best effort, the Provider or the Client is unable to meet the agreed terms and conditions due to force majeure, the Provider or the Client may, without further notice, withdraw from the agreement, unless the Parties agree otherwise. Force majeure means, without limitation, war, mobilisation, domestic riots, confiscation, strikes, lockouts, damage to the hotel and its furnishings by natural disaster or domestic riots, export and import restrictions, explosions, epidemics, and shortage of materials caused by the above events; in the event of force majeure, neither the Client nor the Provider has the right to charge any penalties to or raise equivalent claims against the other Party.

#### **Article XI**

##### Other Provisions

1. The Contracting Parties acknowledge that the liability of the Provider, the Client, and the Client's customers is subject to Section 2894 *et seq.* of the Civil Code. Compensation for damage shall be paid in cash, unless otherwise agreed by the Contracting Parties. In the event damage is caused by the Client's customers and such customers fail to pay compensation for damage claimed, the Client agrees to pay such damages.
2. As to 'Customers-Student Groups', the Provider has the right to collect from them, at the hotel reception, a refundable deposit of EUR 20 per person per stay, which serves for covering any damage caused by Customers-Students, including damage caused by failure to pay for wilfully consumed services (mini bar, telephone, etc.). Upon the departure of Customers-Students, the Provider agrees to return the deposit, in part or in full as applicable, to Customers-Students after the payment of any sums payable under this clause.
3. If the Provider deems that the comportment of the Client or its customers constitutes a gross violation of the hotel's accommodation rules, the Provider shall have the



right, after discussing the matter with the Client, to terminate the Client's stay, or the stay of the Client's customers, without any compensation or, as the case may be, to charge the Client a contract penalty up to the entire refundable deposit, if paid, or a flat fee of EUR 50 per room.

## **Article XII**

### Final Provisions

1. The present GBC become valid and effective on 1 January 2020.