

General Terms and Conditions for Clients Staying in the Château Josefův Důl

The relationship between the Accommodation Provider and the Client is governed by the law of the Czech Republic and primarily these Terms & Conditions; questions not addressed in these Terms & Conditions are governed by Act No. 89/2012, the Civil Code, as amended, and other relevant legal regulations.

These general terms and conditions and cancellation terms (hereinafter the “**T&C**”) for accommodation in **Château Josefův Důl, located at Josefův Důl 310, 468 44 Josefův Důl** (hereinafter the “**Accommodation Facility**”), regulate the contractual relationship between **GLOBAL PROPERTY a.s.**, Business ID No.: 279 51 162, with its registered office at Arbesovo náměstí 1064/3, Smíchov, 150 00 Praha 5, entered into the Commercial Register maintained by the Municipal Court in Prague, Section B, Entry 12293, as the Accommodation Provider (hereinafter the “**Accommodation Provider**”) and the client, i.e. the natural person or legal entity ordering the stay in the Accommodation Facility (hereinafter the “**Client**”). The persons given accommodation are hereinafter jointly referred to as the “**Guest**”.

The subject of the Agreement is securing the stay and associated services for the Client in the scope set forth in these T&C and agreed in the individual contractual relationships between the Client and Accommodation Provider. The individual order confirmation or binding order on the part of the Accommodation Provider includes a specification of the details for the stay.

The provisions of these T&C apply unless the Accommodation Provider and Client expressly agree otherwise. Pursuant to Section 1751 of the Civil Code these T&C are considered part of every agreement made between the Accommodation Provider and the Client. The Accommodation Provider publishes the current full text of the T&C on the Accommodation Facility website, www.chateaujosefuvdul.cz, and the Accommodation Provider reserves the right to amend the T&C.

Contact details for the Accommodation Provider: Irena Farkašová, +420 778 088 835,
farkasova@globalproperty.cz

Contact details for the manager of the Accommodation Provider: David Vlach, +420 737 506 594,
davidvlach@seznam.cz

Accommodation Provider's bank accounts:

- CZK Account No. 43-1082680277/0100, IBAN: CZ3601000000431082680277
- EUR Account No. 115-3433160257/0100, IBAN: CZ3201000001153433160257

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Čl. 1 PLACING AN ORDER AND CREATING A CONTRACTUAL RELATIONSHIP

1. The Client orders a stay in the Accommodation Facility with a written order or reservation request submitted to the Accommodation Provider by email, postal service, a cooperating online platform, or in person. The Accommodation Facility can only be reserved as a whole, not as individual rooms. The minimum period for using the Accommodation Facility is two nights, while the maximum period is 90 nights. Upon submitting the order form or reservation request the Client is bound by the order.

2. For a Client who is a natural person, the order must include: the Client's first and last name, permanent address, contact information (phone and email), number of people to be accommodated (adults / children, including age of children), and requested time of stay (from-to). The Accommodation Provider reserves the right to require the same personal data from individual Guests and to check their ID cards for record-keeping and safety reasons.
3. For a Client that is a legal entity, the order must include: the Client's business name, registered office, Business ID Number, Tax ID Number, contact information (phone and email), number of people to be accommodated (adults / children, including age of children), and requested time of stay (from-to).
4. When using the services, the Client must not make use of pseudonyms, nicknames, short versions or other incomplete forms of their name. A person making the order or reservation on behalf of a third party is responsible for the accuracy of the information entered.
5. If the order or binding reservation made by the Client is not definite or does not contain all necessary data (in particular the data set forth in paragraphs 2 and 3 of this Article), the Client must update their order or binding reservation on the basis of a notice from the Accommodation Provider without undue delay. If the Client does not add the necessary information in a reasonable time frame after receiving the notice to provide said information, the order is considered invalid and the Client will be informed accordingly.
6. By sending the order, the Client confirms that they agree with the use of remote communication for entering into the agreement, that they have been informed of all essential features of the agreement in advance, and that they are familiar with the T&C that form an integral part of concluding the agreement, and that they agree to the same. The Accommodation Provider considers the data given by the Client in the order to be accurate and has no duty to verify said data.
7. The order / reservation becomes binding for both Parties upon confirmation by the Accommodation Provider at the Client's email address, confirmation from the cooperating online platform, delivery of written confirmation to the Client's address, or confirmation by phone or in person, unless the Accommodation Provider and Client agree on special conditions for a certain agreement. Confirmation of the order or binding reservation request for the Accommodation Facility (or meeting other stipulated conditions) creates a contractual relationship between the Client and Accommodation Provider.

ČI. 2 CONDITIONS FOR ACCOMMODATION

1. The Client undertakes to ensure that all Guests abide by these T&C and accepts all liability for any breach of these T&C on the part of the Guests. The Accommodation Provider can require the Client to provide performance it could require from the Guest on the basis of these T&C.
2. **The equipment of the Accommodation Facility must be used only for the purposes for which it was intended. The Client is fully liable for damage caused by the Client or any Guest to the Accommodation Facility or its furnishings or other parts and/or appurtenances, whether caused deliberately or through negligence, as well as for damage caused by individuals or animals the Client or Host allowed into the Accommodation Facility.** The same conditions apply to leaving the Accommodation Facility dirty.
3. Unless agreed otherwise in advance, the Guest arrives to the accommodation between 3:00 pm and 6:00 pm (after 6:00 pm the stay is cancelled and the Accommodation Facility can be offered to another customer) and on the last day of the stay the Guest will vacate the Accommodation Facility by 10:00 am and relinquish it to the manager designated by the Accommodation Provider.
4. Upon ending the stay in the Accommodation Facility, the Guest must hand over the key to the Accommodation Facility to the manager designated by the Accommodation Provider. The Guest will be required to pay a flat fee of CZK 5000 for a lost key.
5. If the Guest does not relinquish the Accommodation Facility and hand over the key at the agreed time without prior agreement and is not present, the Accommodation Provider reserves the right to clear the Guest's personal items out of the Accommodation Facility and store them in a safe place to make the Accommodation Facility ready for other customers.
6. For safety reasons it is not permitted to leave children under 15 years of age without adult supervision in the rooms and other areas of the Accommodation Facility. Parents, other legal guardians or other adults present are fully liable for the safety of children staying at the Accommodation Facility inside and outside the facility.

7. Parents and other legal guardians are liable for damage caused by minors to the Accommodation Facility.
8. The Guest is not entitled to permit third parties not duly registered by the manager designated by the Accommodation Facility to stay overnight.
9. Unless agreed otherwise in advance, the Guest is not entitled to have any pets inside the Accommodation Facility. If the Guest allows a pet into the Accommodation Facility despite this ban and the pet causes any damage, the Guest is fully liable for said damage. If the Accommodation Provider approves the Client's request to allow a pet in advance, the Accommodation Provider reserves the right to charge the Client a fee of CZK 300/day.
10. The Accommodation Provider is not liable for items the Guest brings into the Accommodation Facility or for damage to items left there.
11. Use of the Accommodation Facility is permitted only to persons who do not have infectious diseases.
12. Between 10:00 pm and 6:00 am the Guest must maintain quiet hours.
13. Before leaving the room and the Accommodation Facility, the Guest must ensure that all faucets, lights and the television are turned off and that the windows are closed.
14. Moving furnishings and equipment or making any other changes inside the Accommodation Facility is prohibited.
15. Smoking or using electronic cigarettes or similar devices inside the Accommodation Facility is prohibited.
16. Guests must not use their own electric devices or appliances (electric kettles, hotplates, etc.) in the Accommodation Facility, especially in the rooms, without the Accommodation Provider's express consent. This ban does not apply to chargers, mobile phones, watches, headphones, laptops, or the Guest's personal hygiene or medical devices (hairdryers, etc.). Guests are liable to the Accommodation Provider for damage caused by unauthorized appliances or equipment. Guests undertake to pay compensation for any damage they cause.
17. For safety reasons covering the heating equipment and radiators in the Accommodation Facility with any item is not permitted.
18. Guests must also follow standard fire and other safety measures. **For safety reasons it is not permitted to make or maintain any fire or open flame inside the Accommodation Facility, including candles, cooking devices, cigarettes, pipes, cigars or any other sources of fire. Using the fireplace and candles in the Accommodation Facility is strictly prohibited (they are for decorative purposes only)!**
19. Guests can park in the free parking area next to the Accommodation Facility. The Accommodation Provider is not liable for theft of a vehicle or items inside the vehicle or any other damage to the vehicle.

Čl. 3 PAYMENT CONDITIONS AND CANCELLATION FEES

1. The prices for the services provided by the Accommodation Provider (especially the price of accommodation) are listed on the Accommodation Facility website at www.chateaujosefuvdul.cz in the current price list. The price of accommodation includes WIFI, cleaning, bedding, towels and parking for 10 cars at the building as well as the energy and services used during the stay. The prices of services provided by the Accommodation Provider may differ depending on the length of stay or the time of making the reservation at the Accommodation Facility.
2. After making the reservation the Client will be sent a deposit slip, payment information or a pro forma invoice, depending on the terms of the order. The Client must pay the deposit and other payments according to the Accommodation Provider's instructions.
3. If the Accommodation Facility is reserved through a third party broker, that third party may charge additional fees, allow other methods of payment or offer accommodations with other differences in certain aspects. When making a reservation through a third party broker, the terms and conditions of the broker and these T&C may differ. By making the reservation the Client accepts both terms and conditions (these T&C and those of the broker), while in the event of a conflict these T&C prevail (with the exception of payment conditions). A reservation made for the Accommodation Facility using a third party broker is not subject to Article 3(4)(a), but instead a refundable deposit in the agreed amount will be paid in cash to the manager designated by the Accommodation Provider upon arriving at the Accommodation Facility and returned in cash by the manager designated by the Accommodation Provider upon leaving the Accommodation Facility.

4.
 - a. Advance payment for accommodation:

The Accommodation Provider requires advance payment of 50% of the total price for accommodation within one week of confirming the reservation on the part of the Accommodation Provider by wireless transfer to the Accommodation Provider's account.
 - b. Payment of the remaining price for accommodation:

The remaining price for accommodation is payable no later than the eighth day before the accommodation begins and must be made by wireless transfer to the Accommodation Provider's account.

If fewer than eight days remain until the accommodation begins at the time of the Accommodation Provider confirms the reservation, the full price for the accommodation will be payable within two days of confirmation and must be paid by wireless transfer to the Accommodation Provider's account, or no later than upon beginning the accommodation.
 - c. Refundable deposit:

The Client is also required to pay a refundable deposit of CZK 25,000 to the Accommodation Provider's account no later than three days before the accommodation begins as a guarantee that the Accommodation Facility will be returned without damage. Any losses, damage and/or property damage caused by the Client or Guests will be deducted from this deposit. The refundable deposit will be returned when the Client/Guests end their stay within three days to the Client's account.
 - d. Recreation fee:

The price for accommodation does not include the recreation fee collected upon arrival in the amount stipulated by the generally binding decree of the relevant municipal authority.
5. If the Client does not pay any amount (price for accommodation, refundable deposit, recreation fee) in a due and timely manner, the reservation will be cancelled and the Accommodation Provider has the right to require the Client to pay a cancellation fee. Timely payment from the Client is determined based on when the payment is credited to the Accommodation Provider's account, not when the payment is authorized.

ČI. 4 WITHDRAWAL FROM THE AGREEMENT AND CONDITIONS FOR CANCELLATION

1. **A Client who is a consumer does not have the legal right to withdraw from a contract made remotely, as the accommodation is agreed for a precisely defined time period (see Section 1837(j) of Act No. 89/2012).**
2. If the Client withdraws from the Agreement, the Client must pay the Accommodation Provider the below-stated cancellation fees on the total price for the stay. Withdrawal from the Agreement on the part of the Client must be made in written form and demonstrably delivered to the Accommodation Provider. Withdrawal on the part of the Client is also considered to be not arriving for the stay by 6:00 pm on the first day of the stay, unless agreed otherwise in advance.
3. Cancellation fees are as follows:
 - a. No cancellation fee for withdrawal from the Agreement 31 days or more before the agreed beginning of the accommodation;
 - b. 50% of the total price for accommodation for withdrawal from the Agreement between 8 and 30 days before the agreed beginning of the accommodation;
 - c. 100% of the total price for accommodation for withdrawal from the Agreement 7 days or less before the agreed beginning of the accommodation.

ČI. 5 GENERAL PROVISIONS

1. The Accommodation Provider will use the personal data of the Client and/or Guest given in the order for the stay only for the purposes of the contractual relationship concluded between the Accommodation Provider and the Client. The Accommodation Provider is entitled to use the personal data for other

purposes only with the consent of the Client. The Accommodation Provider undertakes to conduct the contractual relationship in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR"). The Accommodation Provider represents that it will handle the agreement containing the personal data of the Client and/or Guest in accordance with its GDPR obligations. The personal data may be provided to external providers for bookkeeping, auditing, legal services, or server, web or other IT services for the Accommodation Provider, as well as government authorities. The personal data will not be provided to third parties outside the EU and EEA.

2. Rights due to defective performance can be exercised on location or in writing to the Accommodation Provider, but always without undue delay after discovering the defect. The Accommodation Provider will investigate and handle any warranty claims without undue delay.

Čl. 6 ALTERNATE DISPUTE RESOLUTION (ADR)

1. If a consumer dispute arises between us and a consumer regarding a purchase agreement or service provision agreement and it cannot be resolved amicably, the consumer can file a petition for out-of-court settlement of the dispute to the designated entity for resolving consumer disputes out of court, which is:

Česká obchodní inspekce
Ústřední inspektorát – oddělení ADR
Štěpánská 44
110 00 Praha 1

Email: adr@coi.cz
Web: adr.coi.cz

2. Consumers can also make use of the online platform for dispute resolution established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

These terms and conditions are effective as of December 1, 2022.