

Trading conditions

GENERAL TERMS AND CONDITIONS OF THE HERMITAGE HOTEL PRAGUE INCLUDING CLAIM AND OPERATION RULES

- 1.1 The General Terms and Conditions are valid for all stays and services of the Hermitage Hotel Prague and its relationship with the customer is governed by the provisions of Act No. 159/99 Coll. and the Civil Code as amended and is further regulated by these General Terms and Conditions (hereinafter GTC).
- 1.2 These General Terms and Conditions form an integral part of each Travel Contract / Customer's order. The General Terms and Conditions are always available at the reception for the customer. Therefore, the Customer always follows the General Terms and Conditions located at the hotel reception. If these General Terms and Conditions are located elsewhere (e.g. in the price list, on the Internet, on a separate leaflet, etc.), they are for informational purposes only, even if they are a true copy of the text from the Customer's contract.

2. CONTRACTUAL RELATIONSHIP

- 2.1 For each accommodation facility and common areas and their furnishings, the Equipment section in the Hermitage Hotel Prague catalogue, website, or other promotional materials is provided, for which changes may occur during the season in the sense that some of its parts are degraded by use and gradually changed. As these are mostly minor changes that do not have a major impact on the quality of the stay, this does not constitute a reason for the client to claim for financial compensation.
- 2.2 The Customer can apply for the stay directly at the Hermitage Hotel Prague, or through the website or at the sales representatives who have concluded a dealership agreement with the Hermitage Hotel Prague.
- 2.3 The contractual relationship between the Hermitage Hotel Prague and the Customer arises on the basis of the Customer (or his / her legal representative or a person who proves his / her written power of attorney) duly completed and signed draft Accommodation Contract and its confirmation by the Hotel Hermitage Prague.
- 2.4 Demonstrate by the Voucher which is issued based on the on-line ordering system, which was sent to him on the basis of the paid advance.
- 2.5 The Customer undertakes to pay the security deposit before the provision of services by the payment card, unless otherwise agreed, according to the valid hotel price list, the price of the trip stated in the Travel Contract / Order, Voucher. The Customer understands this and gives his / her consent to pay the price of the services immediately to the cash account of the Hermitage Hotel Prague.
- 2.6 Obligation to make a binding reservation booking a package of the ordered service by the customer at the moment of acceptance of a duly completed and signed Travel Contract / Order, as well as due completion and registration card available to the Customer upon arrival, which is of the same nature as a completed and



signed contract. By completing the application for accommodation in the Hermitage Hotel Prague, the Customer hereby acknowledges that before signing the application, he has read and agrees with the General Terms and Conditions of the Hermitage Hotel Prague and acknowledges that these General Terms and Conditions are an integral part applications for accommodation.

3. PERSONS

3.1 Persons aged 15 to 18 may only be accommodated in the hotel with the consent of the guardian over the age of 18 or accompanied by him. Children under 15 years of age are only allowed if accompanied by a person older than 18 years. Every accommodated person must present a valid ID card.

4. PRICE, ORDER

4.1 Price list for accommodation according to individual seasons and additional price list of services and loans is available on the hotel website www.hermitageprague.com and available by phone or email at the booking department. In the case of a guaranteed reservation and no cancellation of stay up to 24 hours prior to arrival, the hotel requires the right to charge one night's stay as a no show. In the case of a non-guaranteed reservation, the client and the hotel have the right to cancel the reservation free of charge and without obligation until 6 p.m. on the day of arrival.

5. SERVICES AGREED

- 5.1 Changes and deviations of individual services from the agreed content of the Travel Contract / Order are permissible if necessary.
- 5.2 Data in the catalogue, on the Internet, but also in the price list may change during the given season. E.g. due to newly started construction activities (e.g. neighbouring building, new or repaired road, swimming pool repair), natural forces (e.g. on the beach or in the surroundings), entertainment activities (disco), etc. correspond to the real state, which was at the time of making the photographic documentation. Also, in the price list, some price items may have a discrepancy with the current prices, as it may occur independently and without the possibility of influence.
- 5.3. Any discount on the price of accommodation announced by Hermitage Hotel Prague after the date of signing the Travel Contract / Order or on-line booking with the customer does not give the customer the right to a new, i.e. discounted price.
- 5.4 If the customer fails to arrive at the accommodation service or misses the arrival day, or is excluded during the accommodation, the Hermitage Hotel Prague is entitled to full payment of the price of accommodation and ordered services.
- 5.5 In the event that the customer arbitrarily cancelled part of the stay or does not use any of the paid services, the customer is not entitled to financial compensation for the unused services.



5.6 The method of handing over travel documents is agreed with the customer when booking accommodation.

6. ARRIVAL DATE

6.1 The length of stay is determined by the arrival and departure dates specified in the Travel Contract / Order or Voucher.

7. CUSTOMER 'S RIGHTS AND OBLIGATIONS

- 7.1 Customer's fundamental rights include:
 - 7.1.1 Right to additional information if not included in catalogue / order or internet
 - 7.1.2 The right to data protection, which is stated in the Travel Contract / Order or on the registration card and in other documents from unauthorized persons.
 - 7.1.3 Right to proper provision of the prescribed scope and quality of services
 - 7.1.4 Right to be informed of possible changes in the scope of services
 - 7.1.5 The right to cancel their participation by withdrawing from the Travel Agreement / Order under the conditions set out in these General Terms and Conditions
- 7.2 Customer's fundamental obligations include:
 - 7.2.1 Basic obligations specified in the individual points of the General Terms and Conditions (payment, trip, age limit, travel documents, etc.)
 - 7.2.2 Provide the Hermitage Hotel Prague with the assistance required to properly secure and provide the services, namely the full and true completion of the registration card, the necessary forms, and the presentation of the necessary documents. For customers with health problems, it is desirable to draw attention to health problems such as disability, blindness, major mobility problems, severe diabetes, post-infarction, postoperative condition, chronic asthma, epilepsy or other major medical conditions. If the Hermitage Hotel Prague is not informed in time and in advance (preferably via the Travel Contract / Order), it is not possible to complain later of the facts that could be significantly influenced if it was informed about the real health condition of the client. Therefore, it is not possible to claim a price reduction in the event of a problem. Information and data on the client's health are protected by the Personal Data Protection Act and the Hermitage Hotel Prague is obliged to respect and observe this fact
 - 7.2.3 To pay for any damages caused at the hotel
 - 7.2.4 Refrain from conduct that could restrict, endanger or harm other participants



7.2.5 Follow the instructions, observe the regulations (customs, passport, safety, hygienic, ecological, archaeological, etc.) valid in the place and property

8. CANCELLATION OF ORDERED SERVICES BY HERMITAGE PRAGUE

- 8.1 If the trip is made more difficult by reason of unforeseeable extraordinary circumstances such as: accident, insured event, war, earthquake, rebellion, strikes related to mob violence, or otherwise safety, health and life would otherwise be endangered.
- 8.2 In all the above-mentioned cases, the Hermitage Hotel Prague will offer the customer another date or the customer will receive the full price for the agreed services back immediately and without undue delay.
- 8.3 In case of violation of legal regulations or serious violation of the General Accommodation Terms and Conditions, the Hermitage Hotel Prague is entitled to expel the customer from the trip, with the customer losing the right to other services and thus to the right to the reimbursement for unused services.

9. CANCELLATION OF TRIP BY CUSTOMER

9.1 The customer has the right to cancel the contractual relationship arising from the binding registration at any time before the start of the trip (withdraw from the contract / cancel the order). Upon withdrawal from the contract, Hermitage Hotel Prague is entitled to a contractual penalty (cancellation fees). The relationship and the participation in the trip are cancelled on the day of delivery of written notice from the customer, the content of which is a clear request for cancellation of his / her stay.

10. CHANGES IN RESERVATION

- 10.1 The customer will change the reservation if such a change can be made. It is a change of the date, name.
- 10.2 If the customer has made a reservation before the advertising event, which reduced the price of his already selected trip / accommodation, the customer is no longer entitled to this lower advertising price, or to cancel this stay in order to re-book the same stay, but at a reduced price. In this case, Hermitage Hotel Prague will not take into account any attempts by the customer to circumvent this circumstance in any other way.

11. CLAIMS

11.1 Consumer Protection Act No. 634/1992 Coll., specifically Section 13 - Exercise of Rights resulting from Liability for Defective Products and Services. By claiming the service (s) at the Hermitage Hotel Prague, the customer initiates a complaint procedure. The complaining customer hereby undertakes to state all facts stated in its Complaint Protocol or in its claim-complaint or elsewhere truthfully in accordance with the facts.



- 11.2 Act No.634 / 1992 Coll., Section 13, quote: The seller is obliged to duly inform consumers about the scope, conditions and method of exercising the rights resulting from liability for defective products and services, including the conditions of claiming a conflict with the purchase contract, together with information on where the claim can be made and about warranty repairs. End of quote.
- 11. 3 The complaining customer hereby undertakes to state all facts stated in its Complaint Protocol or in its claim-complaint or elsewhere (mass media, state administration authorities, etc.), truthfully in accordance with the facts.
- 11.4 If the complaint is found to be justified (it will be accepted), the costs of investigating the complaint shall be borne in full by the Hermitage Hotel Prague. The claimant undertakes to claim only those facts which it considers essential and will refrain from any exaggeration, purposefulness, tendency, or unjustified supplementation of the complained facts with the aim of achieving any unjustified moral or financial benefits.
- 11.5 The claimant acknowledges that he can only file his complaint at the reception of the Hermitage Hotel Prague during his stay.
- 11.6 If one of the parties has a need for communication during the complaint procedure, it is appropriate that the mutual contact should be in writing. Verbal or telephone communication between the parties is permitted only exceptionally. By verbal or telephone communication, the client will not achieve a faster settlement of his claim. Evidence material must always be delivered in written form or, where appropriate, a photograph by e-mail.
- 11.7 The Form Complaint Protocol / complaint form is used to complain about services. Upon request, the receptionist is obliged to submit a claim form to the claimant. If the Complaint Protocol form is not available, it is possible to write a complaint on paper, which must, however, have all the requirements of the Complaint Protocol: name to whom it is addressed, name of the claimant, date of recording, reception, etc. The subjective impression of the claimant is not essential for the complaint itself. Only objectively verifiable and verifiable facts are relevant for the complaint, otherwise the complaint cannot be accepted. Also, the claimant must be aware that the feelings or experiences of other participants in the same accommodation are not essential for his / her own complaint and cannot be considered when handling the complaint.
- 11.8 Collective claim without powers of attorney are not allowed by law.
- 11.9 If the claim is accepted, the financial compensation is always documented. If both parties agree, this financial transaction may be made by bank transfer through a bank transfer.
- 11.10 If the customer omits to point out any deficiency in the complaint on his / her own fault, he / she is not entitled to a discount.
- 11.11 If the Hermitage Hotel Prague has settled the customer's complaint within 30 days from the date of the complaint and the customer again complains about other, i.e. additional (new) defective services, the accommodation provider will consider this complaint settled and may no longer respond to the complaint about these additional services.



11.12 Otherwise, the provisions of generally binding legal regulations, in particular the Civil Code, the Commercial Code and the Consumer Protection Act shall apply.

12. CONSUMER PROTECTION

- **12.1** we hereby provide you with all information pursuant to Section 1811 and Section 1820 of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as the "Civil Code") before concluding an accommodation contract. Hermitage Hotel Prague, as the Accommodation Provider, provides the guests with the following information:
- 12.2 Identity and contact details of Hermitage Hotel Prague, Hermitage Holdings, a.s. Company ID No: 27146006, registered office Svobodova 1961/1 Taxpayer ID No CZ 27146006, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 99755, e-mail address info @hermitageprague.com, phone number 225 995 225;
- **12.3** Accommodation Provider's main business activity: provision of accommodation services.
- **12.4** Designation of the service: The Accommodation Provider procures accommodation and services related to the accommodation for the accommodated guests on the basis of the conditions specified in the written Accommodation Contract.
- 12.5 Price of provided services: the total price of provided services is stated in the booking confirmation. The price thus determined includes all taxes and fees.
- **12.6** Method of payment and method of performance: the accommodated guest shall provide all payments agreed in the Accommodation Contract in cash or non-cash to the bank account of the Accommodation Provider, whose number and variable symbol shall be communicated to the accommodation guests in writing;
- 12.7 Costs of means of distance communication: the costs of means of distance communication are determined by entities providing services of means of distance communication and these costs do not differ from the standard rate.
- 12.8 An indication of the existence, manner, and conditions of the out-of-court settlement of consumer complaints, including whether the supervisory authority can be contacted
- **12.9** The accommodated guest has the right to file a proposal for the out-of-court settlement of such a dispute to a designated subject of out-of-court settlement of consumer disputes, which is:

The Czech Trade Inspection Authority Central Inspectorate - ADR Department Štěpánská 15 120 00 Prague 2 Email: adr@coi.cz



Web: adr.coi.cz "

- 12.10 The Czech Trade Inspection Authority is a supervisory body supervising consumer protection, proceeding pursuant to Act No. 64/1986 Coll., On the Czech Trade Inspection Authority, as amended, and other legal regulations. The website of the Czech Trade Inspection Authority is www.coi.cz. www.coi.cz.
- **12.11** In accordance with Section 1837 (j) of the Civil Code, accommodated guests as consumers do not have the right to withdraw from the Accommodation Contract if the Accommodation Provides performance within the stipulated deadline.
- **12.12** Designation of the Member State or Member States of the European Union whose legislation will govern the relationship between the guest and the accommodation provider established by the accommodation contract: Czech Republic.
- 12.13 information about the language in which the guest will negotiate with the accommodation provider during the duration of the accommodation contract and in which he / she will provide the guests with the contractual conditions and other information: Czech language.
- 13. INSURANCE
- 13.1 Hermitage Hotel Prague has taken out real estate and business insurance.
- 13.2 The accommodation contract does not include Comprehensive Travel Insurance of the Clients. The customer acknowledges the consequences of any failure to take out insurance.
- 13.3 The Accommodation contract does not include insurance for possible cancellation of stay and services.
- 14. 14.1 We are a non-smoking hotel with reserved smoking areas outside the property.
- 14.1 We are a non-smoking hotel with reserved smoking areas outside the property.
- 15. OTHER CONDITIONS
- 15.1 Services
- 15.1.1 All services at the Hermitage Hotel Prague can be arranged at the reception by at least one world language. The offer of the activities provided by the hotel for free or for a fee is currently available at the hotel reception. This can vary according to the season. The level and speed of services provided by the employees of the hotel (waiters, bartenders, receptionists, cleaners, support staff, etc.) and other facilities correspond to local customs and the mentality of the population, often with a very friendly and kind approach.



- 15.1.2 Since the hotel management has concluded contracts with individual clients, but also with travel agencies, the hotel management (director, manager, reception staff, etc.) is not obliged to take responsibility of or receive the complaints from TA clients.
- 15.1.3 The right to cancel a trip (withdraw from the contract). If the Hermitage Hotel is paid a deposit for the stay, a surcharge is agreed and this surcharge is not paid for this stay, the Hermitage Hotel Prague has the right to withdraw from the contract and charge a cancellation fee in accordance with Article 9 of these General Terms and Conditions.
- 15.4. The customer also has the right to withdraw from the Acquirement contract until the service is provided. Such withdrawal shall be subject to the contractual penalty referred to in Article II of this Agreement. In the Acquirement contract, all correspondence is kept with the customer.
- 15.2 Hygiene
- 15.2.1 The customers of the Hermitage Hotel Prague are obliged to observe basic hygienic practices.
- 15.2.2 Customers who complain about poor hygiene at the hotel, or who suffer from intestinal and digestive problems, cannot claim any financial compensation from the Hermitage Prague hotel unless it is proven by the administration that the eating or hygiene error was at the facility.
- 15.2.3 If there are any hygienic shortcomings in the room in the accommodation facility, the client is obliged to claim this fact immediately in writing at the reception with the aim to eliminate this defect, eventually. if this hygienic defect cannot be remedied immediately, then everything is solved by changing the room in the accommodation facility.
- 15.2.4 Accommodation facilities are obliged to change hotel linens periodically, as part of environmental measures and savings rather than adherence to periodic exchange, active cooperation with hotel clients is required. Deficiencies in a hotel room or other accommodation facility can therefore be avoided by a request made by the client at the reception. In the case of dirty towels, throw them on the floor, making it clear that you want a replacement. In the case of request for bed linen, please contact reception. Bed linen is changed when a new client is arriving and for long stays once a week. Ongoing cleaning starts at 9 am and takes place gradually in all rooms and apartments. In case of poor cleaning, claim this fact immediately at the reception and insist on proper cleaning or not delivered toilet paper. Any defective or poorly cleaned sanitary facilities also immediately urge directly at the reception.

15.3 Accommodation

15.3.1 The accommodation services provided correspond to the description in the catalogue and its internet offer. In the case of a visit (7 am to 10 pm) by another person who is not a hotel guest, access to the hotel is only permitted if he / she presents a valid ID, otherwise it can only be accepted in the hotel's public areas. In case of violation of the conditions and time, the guest will be charged as another person in the room. From 10:00 p.m. to 07:00 a.m., guests are asked to respect the night rest. Hotel guests are asked to observe smoking / non-smoking areas. All rooms are non-smoking. For safety reasons it is not allowed to use your



own appliances. Exceptions are razors, hair dryers, curling irons, radio, and personal computer. The guest is responsible for the use of approved appliances and is liable for any damage caused by their use. Guests are asked not to move any equipment or to interfere with the electrical network. It is not allowed to leave children unattended by adults in the room or in other premises of the hotel. Parents are responsible for the safety of their children. When leaving the room, the guest is obliged to close the water taps, turn off the lights, turn off the TV, close the windows.

- 15.3.2 The room differences are determined by the categorization and the difference in comfort and size of the rooms. The equipment, size, and location of the rooms (even of the same category) are not always the same. It is necessary to know if you choose, for example, a double room with one or two extra beds, expect a lower level of comfort, i.e. limited space in a double room.
- 15.3.3 Upon check-in, all rooms are equipped with soap, body and hair shampoo. Furthermore, the rooms are equipped with one towel and one bath-towel per person. Bathrobe can be borrowed at the reception against the client's signature. In case of not returning the bathrobe at the hotel reception the client will be charged according to the valid price list.
- 15.3.4 It is not possible to store your own food or food brought from the restaurant in the mini bars in the rooms, only drinks and e.g. medicines. Please check with the reception if the mini bar is locked or turned off. Using the mini bar as a fridge is a paid service.
- 15.3.5 The distribution of rooms is always based on the order of a specific room, except for discounts and collective events and last-minute tours where the room is allocated by the hotel reception. For discount tours and last-minute tours, the client is not entitled to choose a room. The room is assigned to him. Individual rooms are detailed and described on the website.
- 15.3.7 According to international conventions, guests must leave the rooms by 12 at noon on the day of departure check out, and check-in is on the day of arrival and no later than 3 pm. Early check-in or late check-out is subject to a fee. There is a luggage room- the room assigned by the reception in which guests' luggage are stored free of charge. However, the hotel accepts no responsibility for the items stored here.
- 15.3.8 A different nationality, religion or mentality or other communication language of other clients living in the same hotel as the client himself is not a reason for complaints. Hermitage Hotel Prague strongly distances itself from all possible discriminatory or xenophobic attempts of any client.
- 15. 3.9 Beds for small children and adults are charged according to the valid price list. It is necessary to inform the hotel in advance of this request when booking the room.
- 15.4 Air conditioning and heating
- 15.4.1 The heating is centrally controlled and its switching on and off in terms of time and length is entirely dependent on the decision of the hotel management. The client has the option to adjust the temperature within the given hotel on the digital display of the room thermostat. Underfloor heating in the bathrooms is



controlled by the hotel. The heating ladders for towels are electrically heated and the client adjusts the required time on the controller.

15.5 Food and Beverages

- 15.5.1 Buffet breakfast is a self-service free choice of cereals, jam, cheeses, hot or cold meat, pastries, a limited range of hot and cold drinks. Hot breakfast drinks come as standard from a breakfast machine. Optional A La Carte coffee is available for a fee
- 15.5.2 Drinks served with food are not included in the price
- 15.5.3 Menus, daily menus, lunch menus, are changed by the hotel according to seasonal conditions
- 15.5.4 It is not permitted, especially in the case of buffet and catering, to take anything from the restaurant outside the areas designated by the hotel. The same applies to any fluids. Breakfast is buffet style.
- 15.6 Fitness centre
- 15.6.1 The fitness centre is available to guests free of charge. The "Fitness Center Operation Rules" apply to operation and use.
- 15.6.2 The fitness centre is subject to hygiene inspections
- 15.7.5 When visiting FITNESS, please observe the Operating Rules and hotel service instructions. If you have any questions about using the machines, please ask at the reception. Each participant is obliged to behave considerably in order not to cause injury or other damage to himself / herself, the operator or other visitors by his / her actions and bears full responsibility for damages caused by his / her activities in the fitness centre. Use of the area and equipment as well as movement in the fitness centre is at the own risk of visitors. The owner and operator are not responsible for any injury. People in a drunken state are not allowed to access the sports grounds; if a person is found to be drunk, this person will be expelled from the sports ground. The operator is entitled to carry out a random check of alcohol levels of the guests by a breath test. Dogs or other animals are not allowed to enter the fitness area. In the event of a defect in the equipment or other defects in the area of the sports ground, the visitors are obliged to notify the operator of the sports ground immediately.

In the area of the sports ground, it is PROHIBITED !!!! To move and remove equipment without operator's knowledge. To bring and consume alcoholic beverages or other narcotic and psychotropic substances. To discard and smash glass bottles whose shards can endanger health. To enter with any weapon or sharp object. To smoke and use any kind of narcotic or psychotropic substances.

15.8 Personal Data



15.8.1 By signing the contract, the customer agrees that pursuant to the provisions of Section 5 (2) et seq. of Act No. 101/2000 Coll. on Personal Data Protection as amended, the Hermitage Hotel Prague will collect and process the customer's personal data to the extent stated in the contract, i.e. name, surname, date of birth, nationality, passport number, e-mail for contact or other contact address. The Hermitage Hotel Prague has the right to store the personal data for a period of 5 years and after that time it is obliged to shred this customer data.

15.9.2 In addition, Hermitage Hotel Prague is entitled to the following personal data (title, name, surname, residence, or. electronic contact) to offer services for the following period. The customer has the right to access personal data, the right to correct personal data, as well as other rights under Act No. 101/2002 Coll. The Customer has the right to revoke the consent to the processing of his / her personal data in writing at any time.

15.9.3 In the event of an offence or suspicion of a crime, the Hermitage Hotel Prague or its representative shall be entitled to provide the client's personal information to the authorities involved in administrative or criminal proceedings.

Special requirements that are not contractual

15.10 Force Majeure

15.10.1 This is an unavoidable event that, despite all efforts, cannot by prevented by the Hermitage Hotel Prague.

This includes force majeure, such as a military coup leading to general chaos, the emergence of local warfare, political instability leading to endangering the health and life of customers, natural disasters such as devastating earthquakes, severe floods, tsunamis, tornadoes or hurricanes, natural disasters, volcano eruptions, strong and devastating terrorist attacks, epidemics of diseases endangering the health and lives of customers, severe storms that cause damage, etc. These events cannot be claimed for financial compensation.

15.10.2 The Hermitage Hotel Prague regards these irreversible events as an emergency and may withdraw from the contract immediately, before commencement of the trip of the customer and without any observance of the time limit or terminate the contract for reasons of force majeure immediately after commencement of the stay. However, the Hermitage Hotel Prague has the right to the payment of the services provided so far. Maintaining the health and lives of customers will be the top priority. If a service is not provided during the stay due to force majeure, the traveller is not entitled to a discount on the price of the trip or to withdraw from the contract.

15.11 Parking

15.11.1. Parking is available on the premises of the hotel according to the instructions of the reception, outside parking or garage parking is available. The price list is available at the hotel reception or in the hotel garage.



15.12 Damage caused by a third person

15.12.1 Hermitage Hotel Prague is also not liable for any damage caused by the client to a third person not connected with the provision of accommodation.

15.13 Stay of live animals

Pets are not allowed in the hotel except guide dogs.

- 15.14 Paid accompanying services, mini bar fridge, laundry, telephone, etc. are included in the supplementary price list of hotel rooms.
- 15.15 Upon arrival at the hotel, the guest must present a valid ID (ID card or passport) and fill in a registration card. The hotel has the right to ask the guest to pay for the accommodation in advance. Guests who do not have a reservation and do not provide their credit card number are required to pay the amount of accommodation on the day of arrival. Hermitage Hotel Prague reserves the right to load a blank credit card at the start of the stay. The client is obliged to create a sufficient personal financial reserve to cover the paid services, which he / she will use during his / her recreation.
- 15.16 Before departure, the Client is obliged to pay all the services used. If he uses the option to transfer the spending on services and meals (which were not part of the payment for the stay, especially the consumption of alcohol, coffee, tea, soft drinks, ice cream and complementary meals).to his room account an authorized document is kept on these consumptions and services and the account is transferred daily to the client's account at the reception. Reception before the end of the stay the client's departure generates a summary bill for accommodation, consumption, services, and loans. The use of the mini bar service is replenished daily by room service and consumption is credited to the room bill. The consumption for the last day is reported by the client on the day of departure. If this is not the case, a letter will be sent to pay the outstanding amount with a maturity of 7 days. The Client acknowledges that the failure to report caused an offense and is obliged to pay the amount due. In case of loss or damage of the hotel equipment, this will be paid by the client. In case of finding after the client's departure, a payment letter will be sent. The Client acknowledges that the loss or retention of these things caused an offense and is obliged to pay the amount due. The client, together with the amount owed, is also obliged to pay the related costs of recovery, such as postage, secretarial work and lawyers.
- 15.17 Before departure, the client is obliged to pay for all services (fridge, telephone, pet, restaurant, and bar, etc.). In the event of a conflict between the Client and the Service Provider, the Client must prove by paragon or cash receipt that these services have already been paid to the Service Provider.
- 15.18 Each hotel room has a room safe, but we do not recommend clients to take expensive jewellery or excessively large cash. In-room safe operating instructions are in the hotel folder. The safe is mainly used to store payment cards, travel documents, checks, ordinary cash.
- 15.19 Alcohol, narcotic and psychotropic substances



15.19.1 A client who has consumed alcohol excessively, or demonstrably consumed narcotics or drugs, or a combination of these, and causes serious problems in the accommodation or catering facility, may be evicted by the hotel management without compensation for any damage. If family members or friends decide to leave the facility deliberately and in solidarity with this client, the damage cannot be claimed from the Hermitage Hotel Prague

15.20 Detriment

15.20.1 For a client who has had secondary problems, i.e. could not take full advantage of the food already paid, based on e.g. intestinal and digestive problems or other problems and states this in his complaint as a detriment, the Hermitage Hotel Prague will not take into account such a complaint and such client is not entitled to a discount on the price of the trip or any other financial compensation. In case of intestinal and gastrointestinal problems, the client would suffer harm only if the state administration of the respective country carried out a check and a dietary or hygienic error of the relevant facility was detected and officially recorded.

15.20.2 In the event of other problems, the damage would be declared and financially compensated if demonstrably substantiated. The subjective feelings of the client and his / her family members or clients in a family relationship are not considered conclusive and verifiable facts.

15.20.3 The Hermitage Hotel Prague does not accept the customer's claims for so-called lost time at the time of their trip (e.g. waiting at the hotel reception for the allocation of a hotel room, waiting for a transfer to the airport, etc.) and unused services caused by it. This so-called lost time or unused services cannot be a reason for financial compensation.

15.20.4 If a client claims to have been stressed or has suffered psychological harm, or claims to have had a totally bad holiday, he / she must provide credible evidence of this.

15.21 Media

15.21.1 The complaining client is fully aware that in the event of publication of the name of the Hermitage Hotel Prague in any media or mass media, or with other foreign entities, in case of non-observance and disrespect of the presumption of innocence, this action of the Client will result in resistance by the Hermitage Prague hotel

15.22 Excluding a client from a trip

Worker reception or another Hermitage Hotel Prague representative has the right to exclude the customer from the stay without any claim for refund of the paid price of the stay or its part. This right to exclude a customer from his / her stay arises in the case of inappropriate conduct and behaviour of the customer, his gross, nonsensical, vulgar or aggressive behaviour or conduct, or if this customer harasses his / her surroundings (hotel, pool, catering, etc.). other clients. The customer may also be excluded if he intentionally violates and refuses to respect the accommodation rules. The customer acknowledges that the Hermitage



Hotel Prague will use all legal procedures in the given country to deal with improper conduct and conduct of the customer (contact any embassy, ask the local police for assistance, ask the local emergency department, etc.). The Customer acknowledges that all costs associated with the above are fully borne by the Customer, and the Hermitage Hotel Prague will not reimburse any financial compensation to that undisciplined Customer.

15.23 Product claims for promotional items

Complaints are regulated by Act 40/1964 Coll., i.e. the Civil Code. The complaints are also regulated by Act 634/1992 Coll., On consumer protection, where the deadline for handling a complaint is regulated and where the consumer can make a complaint. The customer can make a complaint by delivering the goods by post or in person. The statutory warranty period is two years. During the first six months of the two-year warranty period, even if the defect is removable, the replacement of the goods may be required. In the remaining months, it depends on whether the defect is remediable, then the product is repaired, or irremediable, then the customer has the right to withdraw from the contract or request a new product. If the same removable defect occurs for the third time, the customer has the right to withdraw from the purchase contract and refund or to request a new product.

Deadline for settlement of complaints. Complaints, including the removal of defects, must be settled no later than 30 days from the date of the claim. After this period, the customer has the same rights as if it were a defect that cannot be removed. Upon agreement, the claimed product can be sent by shipping service. The mechanical damage is not covered by the warranty, whether it arose at the complainant customer or by mail. With the claimed product, the customer must send a claim form, a copy of the invoice or cash receipt or other payment document related to the claimed product. The complaint form to be filled in is placed as an appendix to these General Terms and Conditions. A product complaint cannot be claimed if the change in the product's properties is due to improper use or wear, due to improper storage, incorrect intervention, and mechanical damage. Defective product must be claimed with complete accessories. If the product is not delivered complete for a complaint, and if it is necessary to prove or correct the defect, the seller may require the buyer to supply complete accessories to the product. From the notification of this fact to the buyer, the time required for the settlement of the complaint is interrupted and recalculated from the moment of delivery of the required part of the device. The warranty period should not be confused with the life of the product. These Complaints Rules come into force on April 1, 2009.

16. FINAL PROVISIONS

16.1 The validity of these Terms and Conditions shall apply to services provided by the Hermitage Hotel Prague only if the extent of mutual rights and obligations is not stipulated or agreed in advance, always in writing. By signing Travel Contracts / Orders or Registration Cards, Customers confirm that they are aware of, understand, agree to, and accept the General Terms and Conditions. All information and instructions contained in the catalogue and price list of the Hermitage Hotel Prague on services, prices and conditions correspond to information known at the time of printing and Hermitage Hotel Prague reserves the right to change them



16.2 The invalidity of any provision of these General Terms and Conditions shall not affect the overall validity. The other provisions of the Conditions shall apply mutatis mutandis.

16.3 The right to misprints is reserved in the promotional materials of the Hermitage Hotel Prague

16.4 We reserve the right to change sales prices. Up-to-date information and possible changes can be found in the relevant sections of www.hermitagueprague.com

17. OPERATING TIME

The restaurant is open from 05:00 p.m. until 10:00 p.m., the bar is open from 08:00 a.m. to 11:00 p.m.

Breakfast 07:00 a.m. - 10:00 a.m. (Saturday + Sunday to 11:00 a.m.)

Reception is open non-stop

18. VALIDITY

18.1 These General Terms and Conditions shall enter into force and effect on 1 October 2023 until new force and effect become effective and shall form an integral part of each customer's contract.