

Terms and Conditions of the Company Ploberger, s.r.o.
(the "Terms and Conditions")

These *Terms and Conditions* apply to all contracts concluded by Ploberger, s.r.o., with its registered office in Prague 1 - Staré Město, Haštalská 752/14, Post Code 110 00, Company Identification Number 60196327, registered in the Commercial Register of the Municipal Court in Prague under C 145616 (the "**Hotelier**") with third parties within the scope of the business activities defined under the Article 1 of these *Terms and Conditions*.

1. Scope of applicability of these Terms and Conditions

1.1 The *Hotelier* operates the Hotel Maximilian (the "**Hotel**"), located at the address Haštalská 14, 110 00 Prague 1, the Czech Republic.

1.2 These *Terms and Conditions* apply to contracts with third parties on the basis of which the *Hotelier*, within the framework of the operation of the *Hotel*,

- provides accommodation services, as well as associated services (especially catering services);
 - rents rooms for sessions, conferences or other meetings, as well as accompanying services (esp. catering)
- (the "**Services**")

2. Contractual Partner

2.1 The Contractual Partner, on the one hand is the *Hotelier*, and on the other hand an individual or legal entity that has either confirmed to the *Hotelier* an offer of the *Hotelier* - booked rooms or submitted an order to the *Hotelier* as the case may be (the "**Contractual Partner**").

2.2 If the *Contractual Partner* books *Services* and/or makes an order for another person and / or for several persons ("**Guests**") then the *Contractual Partner* is also a Contractual Partner in such cases, and vouches for the proper fulfilment of the contract by the *Guests*, who are encompassed in the corresponding order and/or confirmation. This applies even if the *Hotelier* explicitly or implicitly consents to demand reimbursement for the cost of services from the *Guests*; the *Contractual Partner* is always the collective debtor for all obligations by the *Guests* towards the *Hotelier*.

2.3 If the *Contractual Partner* does not make a booking for himself but for third persons and he makes this clear in their request and/ or confirmation of the offer, then the *Hotelier* will require a settlement of the costs of the services from the *Guests* and will not demand them from the *Contractual Partner*, unless the *Guests* fail to fulfil their payment obligations when due, or at all. The corresponding data on *Guests* in the *Contractual Partner's* order are not binding or decisive, the only data that are binding and decisive are the data in the confirmation of the offer.

2.4 For damages caused by the *Guests*, and for costs that are not borne by the *Guests* (e.g. minibar, pay TV), liability rests with the *Contractual Partner*.

2.5 The *Hotelier* is entitled to demand, from the *Guests*, a deposit of their credit card data during check-in or in advance. In such a case, the person whose credit card information has been stored is also jointly and several liable for the payment of all costs and damages which arose because of services rendered by the *Hotelier* for the benefit for one or more *Guests*. This does not apply if the credit card holder can prove that the credit card information was submitted to the *Hotelier* without the credit card holder's knowledge and will.

3. Formation of a Contract

3.1 Within the scope of these *Terms and Conditions*, a contract between the *Hotelier* and the *Contractual Partner* comes into existence upon

- submission of an order by the *Contractual Partner* and /or
- an offer made by the *Hotelier* upon the order of the *Contractual Partner* and
- the acceptance of such offer by the respective other *Party*.

3.2 An order by the *Contractual Partner* may come in writing, orally or otherwise, provided that it contains the period and the number of *Guests*. The *Terms and Conditions* attached to the *Contractual Partner's* order shall be disregarded and not form part of the contract unless the *Hotelier* explains the applicability of such *Terms and Conditions* in his Confirmation.

3.3 An offer by the *Hotelier* (an "**Offer**") must be exclusively in writing, which is also understood to mean e-mail and / or electronic copy. Booking of rooms (confirmation of the offer) by the *Contractual Partner* (a "**Confirmation**") must be exclusively in writing, which is also understood to mean e-mail and / or electronic copy.

3.4 Conditions which the *Hotelier* included in the *Offer* are part of the contract between the *Hotelier* and the *Contractual Partner*, unless this contradicts these additional conditions.

3.5 Provisions contained in the *Offer* take precedence over provisions contained in these *Terms and Conditions*.

3.6 *Services* which the *Contractual Partner* did not explicitly state in their order (e.g. Parking) do not have to be arranged by the *Hotelier*. Where a *Guest* requires *Services* which were not part of the order by the *Contractual Partner*, the *Hotelier* may provide these services. In this case, the *Contractual Partner* is also liable for the reimbursement of such costs by the *Guest*.

3.7 The *Contractual Partner* gives the binding number of accommodated *Guests* in each room in their order. The *Hotelier* is entitled to refuse check-in, if more people are to be housed in a rented room than stated in the order. If the *Hotelier* notes that the room is actually occupied by more persons than stated in the *Offer*, the *Hotelier* may choose to charge the *Contractual Partner* an additional charge, or order the room to be vacated.

3.8 The *Contractual Partner* is responsible for ensuring that each *Guest* accepts these *Terms and Conditions*, took note of the Data Protection Policy and undertakes to comply with these *Terms and Conditions*; a violation of these *Terms and Conditions* by the *Guest* shall constitute a violation by the *Contractual Partner* themselves.

4. Payment for Services

4.1 The costs of *Services* that are ordered by the *Contractual Partner* for themselves and / or for the *Guests* from the *Hotelier* are listed in the *Offer* or *Confirmation*. In addition, costs may be based on these *Terms and Conditions* and / or other documents and information that have been made available to the *Contractual Partner* and / or the *Guest*.

4.2 The costs of the *Services* listed in the *Offer* or *Confirmation* are based on the information that the *Contractual Partner* has given the *Hotelier* as part of their order. The *Hotelier* is entitled to unilaterally raise the cost if the *Contractual Partner* has omitted information which influences the price determination (e.g. checking in with a pet).

4.3 All amounts are to be considered exclusive of the applicable VAT unless explicitly told otherwise by the *Hotelier*.

4.4 All payments must be made in the currency that is stated on the *Offer* or *Confirmation*. If the *Contractual Partner* and / or a *Guest* wish to pay the bill in cash, they may do so at the *Hotel* in the currencies CZK, EUR, USD and GBP; unfortunately, cash payments in other currencies are not possible. If the *Contractual Partner* or the *Guest* pay the bill by credit or debit card, this is debited by the amount in CZK. The invoiced amount is listed on the invoice in CZK. For any conversion that should be required for the paying of services in cash, the *Hotelier* will use the official exchange rate of the Czech National Bank on the day the *Guest* checked in.

4.5 If the *Contractual Partner* and / or the *Guest* pay by bank transfer, they must use the bank details, which are indicated on the invoice; the bank account is held in the currency of the invoice. Bank charges and exchange rate risks are borne by the *Contractual Partner* or the *Guest*. The *Contractual Partner* or the *Guest* is obliged to pay the bill by the deadline indicated on the invoice. If such a deadline is missing from the bill, it must be paid within fourteen days after receipt of the invoice by the *Contractual Partner*.

4.6 if the *Contractual Partner* and / or the *Guest* pay by credit card and / or they have made available their credit card details to the *Hotelier* to secure their booking, the *Hotelier* is entitled to charge the appropriate credit card with the amount specified in the *Offer* or *Confirmation* at any time after the deadline for free cancellation (see Article 5 of these *Terms and Conditions*).

4.7 The *Contractual Partner* acknowledges that the *Hotelier* may not accept credit cards issued by certain credit card companies. It is the responsibility of the *Contractual Partner* to check whether credit cards issued by specific credit card companies are accepted by the *Hotelier*.

4.8 The *Hotelier* is entitled to demand advance payments or payment in full before arrival. The *Contractual Partner* is obligated to pay for the *Services* included by the *Hotelier* on the invoice within the payment period listed on this invoice, whereby the decisive date is the date on which the amount is credited to the *Hotelier's* account. If the payment deadline is missing from the invoice, this amounts to five (5) workdays.

4.9 If the *Contractual Partner* fails to fulfil a payment obligation pursuant to Article 4.5 of these *Terms and Conditions*, this does not mean a cancellation of the *Confirmation* on the part of the *Contractual Partner*; the *Contractual Partner* is then merely in default of their payment obligation; however, the contract as such remains effective.

4.10 If the *Contractual Partner* and / or the *Guest* defaults on the fulfilment of a payment obligation, then the *Contractual Partner* and the *Guest* are required to pay a contractual penalty amounting to 0.05% of the outstanding amount for each day of the delay or part thereof; any damage compensation claims by the *Hotelier* remain unaffected by this.

5. Cancellation

5.1 The *Contractual Partner* and / or the *Guest* may cancel a *Confirmation* at any time, but note the cancellation fees arising from the *Offer* or *Confirmation*. If the *Offer* or *Confirmation* contains no information about the cancellation, the conditions of this Article 5 apply.

5.2 If the *Contractual Partner* booked a maximum of **two** rooms for a maximum of **five** days, the following shall apply:

If the *Hotelier* receives a cancellation later than seven (7) days before the date of arrival of the *Guest* according to the *Confirmation*, namely at the latest by 6 pm CET that day, the cancellation is free of charge for the *Contractual Partner* or the *Guest*. If the *Contractual Partner* or the *Guest* does not make the cancellation within the above period and / or the *Guest* does not make use of the *Services* of the *Hotel* as included in the *Confirmation*, or does not use them fully, the *Contractual Partner* or the *Guest* is obligated to pay all amounts due according to the *Confirmation*, for the first day of the period of the accommodation according to the *Confirmation*.

5.3 In cases that are not covered by Article 5.2 of these Terms and Conditions, the following applies:

If a cancellation is delivered later than thirty (30) days before the date of arrival of the *Guest* according to the *Confirmation* this cancellation is free of charge for the *Contractual Partner* or the *Guest*. If the *Contractual Partner* or the *Guest* does not make the cancellation within the above period and / or does the *Guest* does not make use of the services of the *Hotel* as included in the *Confirmation* or does not use them fully, the *Contractual Partner* or the *Guest* is obliged to pay all amounts due according to the *Confirmation* for the entire payment period of the accommodation, according to the *Confirmation*.

5.4 A no-show by the *Guest* on arrival day according to the *Confirmation* constitutes a cancellation of the order; the cancellation fee is governed by the *Confirmation*, subsidiarily under this Article 5.

6. Check-In, Check-Out

6.1 **Check-in**, within the meaning of these *Terms and Conditions*, means the personal registration of the *Guest* at the front desk of the *Hotel* and the issue of the access cards to their room. Check-out within the meaning of these *Terms and Conditions* means the payment of the outstanding bill by the *Contractual Partner* and / or the *Guest* to the *Hotel*, the vacating of the rooms occupied by the *Guest* and the return of all room access cards to the *Hotel*.

6.2 As part of the check-in, the *Guest* must present a valid passport or identity card, the *Confirmation* and a valid credit card. The *Guest* agrees that the credit card details will be stored in order to secure claims by the *Hotelier* against the *Contractual Partner* and / or the *Guest*. The *Hotelier* has the right to also examine visas of *Guests* who are subject to a visa requirement in the Czech Republic because of their nationality, and, with the *Guest's* consent, include a copy thereof in the files. The *Hotelier* is entitled to refuse check-in if the *Guest* fails to comply, or fails to comply fully, with the identification and documentation requirements contained in this paragraph.

6.3 Regular check-in is at **3 pm CET**. The *Hotelier* reserves the right to hand the *Guest* the room over at a later date, provided operational reasons on the part of the *Hotel* preclude that transfer.

6.3 Regular check-out is at **12 am CET**. If the *Guest* wants a later check-out, they have to communicate this request no later than 12 am CET on the day before their departure, at the reception. The *Hotelier* is entitled to refuse the *Guest's* request after a delayed handover of the room.

6.4 If the *Guest* vacates their room later, the *Guest* is obliged to pay the following costs:

a) If the *Guest* announced their late check-out to the *Hotelier* in accordance with Article 6.3 of these *Terms and Conditions*, and the *Hotelier* does not object, the *Guest* is obliged to pay the *Hotelier*, for check-out before 6 pm on the day of departure, **50% of the respective daily room rate according to the current rack rate**. If the room is vacated after 6 pm on the day of departure, they are obliged to pay **100% of the daily room rate according to the *Confirmation*** unless agreed otherwise.

b) In cases where the paragraph a) of this Article 6.4 does not apply, the *Guest* is obliged to pay, in case of a check-out delay of less than 2 hours, **50% of the *Hotel's* applicable rack rate on the day for the room type used by them**; in case of a check-out delay of more than two hours, the *Contractual Partner* is obliged to pay **100% of the *Hotel's* applicable rack rate on the day** for the period until 12 noon the following day;

The above provisions are repeated for any additional days of delay.

6.5 Notwithstanding Article 6.4 of these *Terms and Conditions*, in case of a late check-out, is the *Hotelier* entitled to take the *Guest's* personal belongings out of the room and store them elsewhere in the *Hotel*; thereby the payment obligations of the *Contractual Partner* in accordance with Article 6.4 of these *Terms and Conditions* remain unaffected. The *Hotelier* assumes no responsibility for these items in such a case, but they will store the items in an area of the *Hotel* to which only employees of the *Hotel* have access.

6.6 *Guests* who have not attained the age of 18 years ("**Minors**") must be accompanied by a person who has already reached the age of 18 years (an "**Adult**") and is in a family relationship with the *Minor*; in order for this circumstance to be examined, the *Guest* provides their passport or identity card and the passport or identity card of the *Minor*. The

Hotelier shall not register a *Minor* unaccompanied by an *Adult* or a *Minor* with an *Adult* who is not in a family relationship to the *Minor*, whereby the *Hotel's* entitlement to reimbursement by the *Contractual Partner* hereby remains unaffected.

6.7 As used in these *Terms and Conditions*, the term "rack rate" or "means the applicable rate for each room type that is specified on a daily basis on the Internet and at the front desk of the *Hotel*."

7. Parking

7.1 The *Hotelier* has on-site, unguarded parking places in the underground garage. These are at the disposal of the *Guest* against payment of a parking fee set by the *Hotelier*, provided that such parking places have not been assigned to other *Guests* yet.

7.2 The *Hotelier* displays the amount of the parking fee, and enquiries as to its current amount may also be made at the front desk of the *Hotel*.

7.3 The *Guest* is responsible for entering and exiting the garage, as well as entering and exiting parking spaces. The *Hotelier* notes that the parking garage is small in size and entering and exiting the garage as well as entering and exiting parking spaces involves maneuvering in a confined space. If the *Guest* does not think that their maneuvering capabilities allow for this, they should not use the underground garage. Therefore, the *Hotelier* shall not be liable for damages during the entering or exiting of the garage or parking space, even if the *Hotel* employees politely advise the *Guest* during these maneuvers.

7.4 The *Hotelier* is not liable for damage to the parked car, for the loss of the parked car and / or for the loss of items that are or were in the car. The *Guest* should not leave any valuables in the car and should lock the car doors.

8. Smoking

8.1 **Smoking is totally prohibited in all the *Hotel* premises, even in the rooms.** To avoid any misunderstanding, it is noted that even smoking "out of the window" is strictly prohibited. The areas in which the general ban on smoking is lifted are either marked, or may be enquired about at the reception.

8.2 The *Guest* and the *Contractual Partner* are liable to the *Hotelier* for all costs, damages and fines incurred by the *Hotelier* by the *Guest* smoking in places where it is not permitted; particularly but not exclusively, the *Guest* and the *Contractual Partner* are joint and several liable to the *Hotelier* for costs incurred by the *Hotelier* by changing textiles, carpets or other furnishings whose smell was affected by the *Guest* smoking. The *Guest* has to reimburse the *Hotelier* for a loss of revenue (in accordance with the rack rate) for the room which, according to the opinion of the *Hotelier*, cannot be rented or has been rejected by another guest because of the nicotine smell and must be aired; the reimbursement obligation extends to the whole of the period of ventilation required for the removal of the nicotine odor and can last several days.

8.3 Should a *Guest* not refrain from smoking when prompted by the *Hotelier*, the *Hotelier* is entitled to expel the *Guest* from the *Hotel* and to vacate the room without loss of entitlement to reimbursement for the provided services.

8.4 If the *Guest* triggered a fire alarm by smoking in a place where the general smoking ban is not lifted, the *Guest* and / or the *Contractual Partner* bear any costs incurred by the *Hotelier* because of the fire alarm.

8.5 Even in places where the general smoking ban has been lifted, the *Guest* has to make sure that they do not contaminate and / or damage the property of the *Hotelier* or a third party with fire, ash, smoke or cigarette butts. The *Guest* must pay compensation for any damage caused.

9. Wake-up Call

Should the *Guest* desire a wake-up call, they may submit this request at the *Hotel* reception. The *Hotelier* will endeavor to fulfil this wish, but they in no way guarantee that the alarm call will be successful and / or that the *Guest* is actually woken up by the wake-up call.

10. Facilities in the Hotel Room, Cleaning

10.1 All fixtures and fittings located in the *Hotel*, even those intended for consumption, are the property of the *Hotel* and are only intended to be used in the *Hotel*. In particular, any provided slippers, bathrobes, electrical devices or cosmetic products are to be left in the room after the *Guest's* departure, provided they have not been consumed within the purpose intended.

10.2 The *Hotelier* is entitled to include any missing fixtures and fittings in the bill issued to the *Contractual Partner* and / or the *Guest*, or to use the details of the credit card stored at check-in and to charge the appropriate credit card with the corresponding amount.

10.3 Paid services offered by the *Hotelier* or third parties that the *Guest* can avail of before, during or after their stay (e.g. pay TV, Internet, minibar, shuttle service, Planet ZEN) will be charged to the *Guest's* bill and must be paid by the *Guest* or by the *Contractual Partner*. This applies not only to services that the *Hotelier* knows the *Guest* has availed of at the time they are checking out, but also for services about which they find out only after the *Guest* has checked out. In this case, the *Hotelier* may also use the details of the credit card stored at the check-in and charge the appropriate credit card with the corresponding amount.

10.4 The *Guest* and / or the *Contractual Partner* shall be liable to the *Hotelier* for any loss or damage to the equipment in the hotel room, caused deliberately or by gross negligence on the part of the *Guest*. This does not apply for items which are intended for consumption.

10.5 The cleaning service cleans the rooms daily between 8 am and 4 pm, whereby rooms displaying the "Do not disturb" sign on the door will not be cleaned. The *Guest* is not entitled to have their room cleaned at a specific time. The cleaning service is available to the *Guest* in the event of a specific problem with their hotel room, from 4 pm to 9 pm; the *Guest* should ask for this service at the reception.

11. Breakfast

11.1 If the *Guest* is entitled to breakfast, they must come for breakfast within the time stipulated for breakfast by the *Hotelier*, to the place set aside in the *Hotel* for that purpose.

11.2 Outside the time set by the *Hotelier* for breakfast and / or at a different location, breakfast can be requested only if the *Guest* announces their wish no later than 8 pm on the day before at the front desk of the *Hotel*, the *Hotelier* confirms this and the *Guest* accepts the payment of extra costs. The *Hotelier* will also endeavor to prepare a breakfast in the form of a travel pack for *Guests* who booked and paid for it. Its composition is exclusively at the discretion of the *Hotelier*. The *Guest* is not entitled to request certain foods or preparation methods.

11.3 The compilation of the breakfast is decided by the *Hotelier*. The *Guest* cannot request that certain foods or drinks be made available or be prepared in a special way. If it is within the *Hotel's* capabilities, special requests by the *Guest* may be catered for, but an additional fee may be charged.

11.4 If the *Guest* requires a special diet for health reasons or due to their belief, the *Guest* can report it at the reception of the *Hotel*; the *Hotelier* will endeavor to offer this diet, but the *Guest* has no legal claim thereto.

11.5 The *Hotelier* has the right to change breakfast times or to move breakfast to a different location in the short term, especially if an event is taking place in the *Hotel*.

11.6 It is not permitted to take food out of the breakfast room; this also relates to tea bags and coffee sachets. To avoid misunderstandings, it is stated that the preparation and transportation of lunch packs is not permitted. However, the *Hotelier* will endeavor to prepare the *Guest* a corresponding lunch pack; they may request the cost of it to be reimbursed.

12. Pets

12.1 The *Guest* is allowed to take pets in their hotel room. The *Guest* has to report their pet to the *Hotel* reception and pay a possible additional fee for this.

12.2 The *Guest* must ensure that no danger arises for other guests of the *Hotel* or the hotel staff due to their pet. They have to take the fears of third parties into consideration even when they themselves do not consider their pet to be dangerous. In particular, the *Guest* is obliged to keep pets on a leash, if necessary muzzled, and always keep them under observation.

12.3 The *Guest* shall be liable for all damage caused by the pets brought by him to the *Hotel*.

12.4 The *Hotelier* or his employees have the right to take pets into custody or to arrange immobilization of the pets by doctors or police officers if the *Hotelier* considers that the animal represents an objective danger to other *Guests* or the staff, and the *Guest* cannot bring the animal under their control or the *Guest* is not found in time.

13. Concierge Services

13.1 The *Hotelier* offers so-called concierge services within a scope specified by the *Hotelier*. The *Hotelier* has the right to change the scope, in particular to suspend certain concierge services. The concierge services include, inter alia, distribution of tickets to cultural events, provision of transport services and restaurant bookings.

13.2 If the *Hotel* provides concierge services free of charge, the *Hotelier* shall not be liable for any errors in the reservation or the order. The *Guest* has no legal entitlement to the arrangements they desire.

13.3 The *Guest* acknowledges that some concierge services include brokerage of services that are provided by contractual or business partners of the *Hotelier* (e.g. Shuttle Service, Planet Zen). In no case does the *Hotelier* have to demonstrate the business conditions to the *Guest*. No legal entitlement arises for the *Guest* in cases where other market players offer more favorable terms than the service providers mediated by the *Hotelier*.

14. General rights and obligations of the Guest

14.1 The *Hotelier* has domestic authority in all areas of the *Hotel*. This right may also be exercised by the *Hotelier's* employees towards the *Guest*.

14.2 The *Guest* has to behave considerately in public areas of the *Hotel* and to take care that they do not interfere with or harass the other guests. In particular, the *Guest* has to ensure that they frequent the public spaces of the *Hotel* while properly dressed, and adjust their volume to their surroundings.

14.3 The *Guest* must adhere to **night peace from 10:00 pm CET to 7:00 am CET**. If a *Guest* does not adhere to night peace even after being warned by the *Hotel* staff about the disturbance of the peace they are causing, the *Hotelier* is entitled to vacate the room or let the room vacated and expel the *Guest* of the *Hotel*; thereby the claims of the *Hotelier* against the *Contractual Partner* and / or the *Guest* remain unaffected.

14.4 If the *Guest* leaves the hotel room - also applicable when checking out - they must make himself sure that no taps are open in the bathroom and no naked flames are burning in the room. Damage caused by non-compliance with these obligations, is born by the *Contractual Partner* and / or the *Guest*.

14.5 The *Hotelier* has the right to enter the room occupied by the *Guest*, in particular to clean the room, replace the towels and replace used cosmetics.

14.6 The *Guest* has the option of keeping their personal items that they want to protect against loss in the safe located in the room or in the hotel safe; these safes are provided by the *Hotelier* at their discretion; the *Guest* has no legal entitlement to the provision and / or functionality of the safes. In no case is the *Hotelier* liable for loss, even if such personal items have been deposited in one of the safes. The provisions of § 2946 - 2949 of Act No. 89/2012 Coll. do not apply.

14.7 The *Hotelier* may authorize third parties to execute their rights and obligations under these *Terms and Conditions*, individual contracts and / or applicable laws; when this concerns the *Hotelier's*, employees they are entitled to do so in any case.

14.8 There is a free Internet connection (Wi-Fi) available in the *Hotel* for the *Guest*. The *Guest* has no legal entitlement to the Internet connection; the *Hotelier* may suspend or slow down the Internet connection. When using the Internet, the *Guest* is obliged not to browse any internet content that violates legal regulations, nor carry out any activity on the Internet that is illegal because of the technology or the content. The *Guest* acknowledges that the *Hotelier* has a *legitimate interest* to archive so called click-streams and possibly information on upload and download activities. They may, if required, provide them to law enforcement bodies as long as they are invited to such participation by the law enforcement bodies. The *Hotelier* has a *legitimate interest* to pre-filter or block certain sites, especially in the case of streaming services and file-sharing platforms. The *Hotel* may lend a portable Wi-Fi router to its *Guests* free-of-charge, upon request. The terms and conditions for such free-of-charge lending of such router are available upon request at the reception of Hotel Maximilian. Please also take note in this regard of our Data Protection Policy, which is available [here](#).

15. Use of the Spa Area

15.1 The *Hotelier* may provide the *Guest* with free use of a spa and fitness area. The *Hotelier* has the right to regulate its scope and design.

15.2 If the *Guest* uses the spa area and / or the fitness area, it is at their own responsibility. They are also responsible for the supervision of their children and persons under supervisory obligation. The *Hotel* is not liable for injuries and / or damages incurred by the *Guest* or persons checked in with the *Guest*.

15.3 Besides the general smoking ban, it is also prohibited to bring in and consume any food and alcoholic beverages in the entire spa area.

15.4 As a rule, the sauna area is available regularly from 4 pm to 10 pm daily; there are no special times set aside according to gender. The sauna area cannot be reserved or used exclusively.

15.5 As a rule, the fitness area can be used from 7:30 am to 10 pm daily.

16. Personal data protection

16.1 The *Hotelier* protects, consistently and on a long-term basis, the personal data and privacy of visitors to its website and its customers, suppliers and other persons. All procedures and measures adopted and implemented by the *Hotelier* in this area are consistently based on current legal regulations applicable to the protection of personal data and privacy. The *Hotelier's* Data Protection Policy is available [here](#).

17. Final Provisions

17.1 These *Terms and Conditions* are, unless the *Contractual Partner* is a consumer, subject to the law of the Czech Republic. If the *Contractual Partner* is a consumer, then this contract is concluded in accordance with Czech law and both the contract and the *Terms and Conditions* will be governed by Czech law, provided that (a) the *Contractual Partner* has their normal residence in the Czech Republic or (b) their normal residence is in a state that is not an EU member state. If the *Contractual Partner* has their normal residence in another EU member state, this contract and these *Terms and Conditions* are also governed by Czech law, it being understood, however, that the application of the mandatory norms of the EU member state in which the *Contractual Partner* has their normal residence will not be affected thereby. The application of conflict-of-laws provisions is hereby ruled out.

17.2 In cases where the relevant supply takes place on the territory of the Czech Republic and the *Contractual Partner* is a consumer, the authority that has jurisdiction to resolve out-of-court consumer disputes is Česká obchodní inspekce (Czech Trade Inspection Authority), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Organization ID No.: 000 20 869, website: <https://adr.coi/cs>.

17.3 The *Hotelier* processes consumer complaints at the following e-mail address front.office@maximilianhotel.com. Information on the processing of the complaint of a *Contractual Partner* that is a consumer will be sent by the *Contractual Partner* to the *Hotelier's* e-mail address set forth in the *Offer*.

17.4 The *Hotelier* is not obligated to comply with any code of conduct and does not comply with any code of conduct on a voluntary basis.

17.5 All disputes between the parties relating to the contract or these *Terms and Conditions* will be addressed by the relevant Czech courts having jurisdiction over the matter concerned. If the *Contractual Partner* is not a consumer, then the applicable court having geographic jurisdiction will be determined on the basis of the address of the *Hotelier's* registered office as stated in a current extract from the Commercial Register in respect of the *Hotelier* at the time of the commencement of the relevant court proceedings.

17.6 Any individual agreements take precedence over the corresponding provisions of these *Terms and Conditions* in the extent to which they expressly contain deviations from these *Terms and Conditions*. All other provisions of these *Terms and Conditions* shall continue to apply.

17.7 The *Hotelier* has the right to change these *Terms and Conditions*. The revised *Terms and Conditions* become effective on the date on which they are delivered to the *Contractual Partner* and / or the *Guest*. The new version then also applies to other *Guests* whose stay begins on, or after, the effective date of the new version, unless the *Contractual Partner*, due to the delivery of a new version of the *Terms and Conditions*, terminates the contract within a one-week time limit following the delivery of the new version of the *Terms and Conditions*.

17.8 The *Hotelier* is not liable for cases where the *Services*, as required by the *Contractual Partner* or *Guest*, cannot be provided fully or at all due to force majeure.