

General Terms and Conditions for the STING Hotels.

I. Scope

1. These Terms and Conditions apply to contracts for the rental of hotel rooms for the purpose of accommodation and to all other services and supplies provided to the customer by the hotel (hereinafter referred to as “hotel”).
2. Any subletting of the rented rooms and their use for any purpose other than accommodation requires prior written approval from the hotel.
3. The customer’s Terms and Conditions shall apply only if expressly agreed in writing in advance.

II. Conclusion of the Contract, Contracting Parties; Statute of Limitations

1. The contract comes into effect when the hotel accepts a customer’s request. At its discretion, the hotel may confirm the room reservation in writing.
2. The contracting parties are the hotel and the customer. If a third party has made the reservation on behalf of the customer, such third party and the customer shall be jointly and severally liable for all obligations arising from the Hotel Accommodation Contract, provided that the hotel has a corresponding statement by the third party.
3. All claims against the hotel shall generally be time-barred one year after the commencement of the statutory limitation period. Claims for damages shall be time-barred after two years, independent of knowledge. The reductions of limitation periods shall not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III. Services, Prices, Payment, Set-Off

1. The hotel is obliged to keep the rooms available that have been reserved by the customer and to render the services agreed upon.
2. The customer is obliged to pay the agreed or applicable prices of the hotel for the rooms provided and any other services used. This shall also apply to the hotel’s services and outlays to third parties caused by the customer. The prices agreed upon include applicable VAT.
3. In case the customer wishes to reduce the number of rooms reserved, the services ordered from the hotel or the length of stay, the hotel can make its agreement dependent on an increase of the price for the rooms and/or the other hotel services.

4. Hotel invoices without a due date are payable in full within ten days of receipt. The hotel shall be entitled, at any time, to make accumulating accounts receivable due and payable and to demand immediate payment from the customer. In the event of default in payment, the hotel shall be entitled to demand interest in the amount of 8% or, in the case of legal transactions involving a consumer, in the amount of 5% above the base interest rate. The hotel reserves the right to prove that the damage incurred exceeds this amount.
5. The hotel shall be entitled to require a reasonable advance payment or security deposit from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in writing in the contract. In the case of advance payments or security deposits for package holidays, the statutory provisions shall remain unaffected.
6. In justified cases, e.g. the customer's default in payment, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the customer's stay, to require an advance payment or security deposit within the meaning of the above-mentioned No. 6 or an increase of the advance payment or security deposit agreed in the contract up to the full agreed payment.
7. Furthermore, the hotel shall be entitled, at the commencement and during the customer's stay, to require a reasonable advance payment or security deposit from the customer within the meaning of the above-mentioned No. 7 for existing and future accounts receivable from the contract, provided such payment has not yet been made pursuant to the above-mentioned No. 6 or No. 7.
8. The customer may only offset or reduce a claim by the hotel or exercise a right of retention in this respect against a claim that is uncontested or final.

IV. Cancellation by the Customer (i.e. different types of cancellation)/ Non--Utilisation of Hotel Services (No--Show)

1. The customer's cancellation of the contract concluded with the hotel requires the written consent of the hotel. If this is not provided, the agreed price defined in the contract must be paid even if the customer does not use the services detailed in said contract. In this case, the corresponding invoice will be issued with VAT. If a written consent to the customer's cancellation is given by the hotel on condition that the customer must pay damages for the unused rooms, the corresponding invoice is issued without VAT. This is subject to changes in the administrative instructions by the tax authorities. The provisions of the above paragraph do not apply when the hotel fails in its obligation to consider the rights and interests of the customer where the

latter can no longer be expected to abide by the contract, or has any other statutory or contractual right to cancel.

2. Where a date for a withdrawal from the contract has been agreed in writing between the hotel and the customer, the latter may withdraw from the contract up to that date without incurring pecuniary claims or damages on the part of the hotel. The customer's right of withdrawal expires if he/she does not exercise his/her right to withdrawal in writing towards the hotel by the agreed date, unless Item IV, No. 1, sentence 6 applies.
3. Cancellation policy referring to the customer's cancellation of the contract apply as follows:
 - If the reservation is cancelled by customer more than 30 days prior the intended check-in day, the hotel does not charge any cancellation fee.
 - If the reservation is canceled between 29 and 8 days before the intended check-in date, 50% of the total price will be charged.
 - If the reservation is cancelled less than 7 days before the arrival date, the full price will be charged to the customer.

V. Cancellation by the Hotel

1. Where it has been agreed in writing that the customer may withdraw from the contract at no cost within a given period of time, the hotel shall, for its part, be entitled to withdraw from the contract within this period if it has received enquiries from other customers for the rooms reserved by contract and if the customer, when contacted by the hotel, does not waive his/her right to withdrawal.
2. If an advance payment or security deposit agreed upon or demanded in accordance with the above Item III, No. 6 and/or No. 7 is not made, the hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel shall be entitled to withdraw extraordinarily from the contract for objectively justifiable reasons, such as in the event that
 - force majeure or other circumstances beyond the hotel's control make the performance of the contract impossible;
 - rooms are reserved under misleading or false pretences, e.g. regarding the identity of the customer or the purpose of his/her stay;
 - the hotel has justified reason to believe that use of the hotel's services could endanger the smooth running of the business, the security or the public reputation of the hotel without this being attributable to the hotel's sphere of control or organization;
 - above Item I, No. 2 is violated.
4. In the event of justified cancellation by the hotel, the customer shall not be entitled to compensation for damages.

VI. Availability, Handover and Return of Rooms

1. The customer does not acquire the right to the provision of specific rooms.
2. Rooms that have been reserved are available to the customer from 3pm on the agreed day of arrival. The customer shall not be entitled to earlier availability.
3. On the agreed day of departure, the rooms have to be vacated by 11am at the latest. After that time, the hotel may, due to late vacating of the room, charge the following fees for use beyond the limits of the contract: 50% of the full accommodation rate (list price) for use of the room until 6pm, 100% after 6pm. This shall not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that the hotel incurred no or a considerably lower loss.

VII. Liability of the Hotel

1. The hotel is liable with the due diligence of a prudent businessman for its obligations arising from the contract. Claims for compensation on the part of the customer shall be excluded. This does not apply to damages resulting from injury to life, body or health where the hotel is responsible for the breach of duty and other damages that are due to an intentional or grossly negligent breach of duty by the hotel. A breach of duty by a legal representative or vicarious agent is deemed to be equivalent to a breach of duty by the hotel. Should any disturbances or deficiencies in services provided by the hotel arise, the hotel shall endeavour to resolve these as soon as it becomes aware of them or upon the customer's complaint made without undue delay. The customer is obliged to take reasonable action to remedy the disturbances and to keep any possible damage to a minimum.
2. If a parking space in the hotel garage or in a hotel car park is provided to the customer, this does not constitute a custody agreement, even if a fee is paid. The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvring on hotel property and their contents, except in the event of intent or gross negligence. This shall also apply to vicarious agents of the hotel.

VIII. Final Provisions

1. Amendments or supplements to the contract, the acceptance of the request or these Terms and Conditions for the hotel accommodation must be made in writing. Unilateral amendments or supplements made by the customer are invalid.
2. Place of performance and payment shall be the registered office of the hotel.

3. The courts in Ostrava shall have exclusive jurisdiction for commercial transactions – also for disputes about cheques and bills of exchange. As far as a contracting party has no place of general jurisdiction in the Czech Republic, the courts at the location of the hotel's registered office shall have jurisdiction.
4. Czech law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods and of the Law of Conflicts is excluded. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. This also applies if these provisions are unintentionally incomplete. Furthermore, the statutory provisions shall apply.

IX. Hotel policie sof the STING Hotels

1. The hotel provides services corresponding to its category.
2. The guest's specific accommodation is established through a binding reservation and the guest is charged the corresponding price based on the type of accommodation.
3. The hotel is obliged to accommodate only those guests who hold a valid reservation and are duly registered. Guests are required to present valid personal identification upon arrival, sign the registration card, and provide a guarantee either in cash or by credit card pre-authorization in the required amount.
4. If a guest does not provide valid personal identification (citizen ID card, passport), the hotel is entitled to refuse accommodation based on the law on local fees for Czech citizens and on Act No. 314/2015 Coll. for foreign clients.
5. The hotel is obliged to hold a confirmed reservation from 2 p.m. to 8 p.m. During this period, the room is reserved for the guest, if not specified otherwise in the booking. Early or late check-in (before 2 p.m.) must be requested in advance (when the booking is made), but is not guaranteed until the hotel confirms it, and the hotel may charge extra for this service.
6. The hotel is not required to accommodate guests without prior confirmed reservations and guests arriving after midnight.
7. If it is not possible to extend a guest's stay in the room that he/she was given at check-in, the hotel is entitled to offer them a different room.

8. The hotel is liable for damage for items stored only if the items were personally taken to be stored by a hotel employee. The hotel is not liable for a guest's improperly stored or forgotten items. The hotel is liable for damage or loss of jewelry, money, and other valuables only if they were stored in the hotel safe, placed in storage by the hotel, or if the damage or loss was caused by a hotel employee. Personal safes are integrated in the wardrobes. Please kindly note, that hotel cannot accept liability for money, valuables or articles left in your room or personal safe. Instructions for use are found inside the safe.
9. The right to compensation must be exercised in the hotel without delay, no later than 15 days after the loss or damage was discovered by the guest.
10. Smoking is prohibited throughout the hotel, with the exception of areas specifically designated as smoking areas. Hotel guests are not permitted to move any furniture or equipment, nor to interfere with or alter the electrical system or equipment located in the hotel rooms or in public areas. For safety reasons, hotel guests may use only electrical appliances designed for personal hygiene (hair dryers, shavers, massagers, etc.) as well as notebook computers, tablets, and similar small electrical devices.
11. Guests may use the wireless internet connection free of charge.
12. It is forbidden to carry or store weapons in any area of the hotel.
13. For safety reasons, children younger than 10 years may not be left unsupervised in hotel rooms or other hotel premises or in the chateau park. Reimbursement for any damage caused by a child/ren is the responsibility of the child/ren's parent(s) or legal guardian(s).
14. Dogs and other pets may stay in their owner's room provided the owner shows proof that the animal is in good health and that the owner agrees with and abides by the hotel's rules regarding pets, which they will receive in written form. Accommodation for an animal will be charged according to the current rate list.
15. Guests must observe quiet hours from 10 p.m. to 7 a.m.
16. Guests will be held responsible for any damage to hotel property.
17. Guests will pay compensation for any damage caused by them unless they prove they were not at fault. This includes compensation for any damage discovered after the guest's departure.
18. If a hotel guest under the influence of alcohol or drugs will not provide

assurance that they will abide by the hotel policies, they may be barred entry to the hotel. A repeat of the situation will result in the termination of the guest's accommodation.

19. The guest may use their room for the agreed-upon accommodation period. Unless agreed upon and approved by the hotel in advance, guests must check out no later than 10 a.m. on the last day of their stay and are required to vacate the room by that time. If they fail to do so, the hotel is authorized to bill the guest for an additional day, or a portion thereof.

20. When leaving the room, guests should ensure that the faucets and lights are turned off, and close the door.

21. Guests shall pay for their accommodation and any additional services at the check-in time of their stay according to the current rate list.

22. If a guest should lose their room key, they must report this to the reception as soon as possible. If they fail to do so, the hotel shall assume no responsibility for any damage related to the key's loss.

23. In exceptional circumstances, the hotel may provide different accommodation than that originally booked by the guest. This accommodation, however, may not differ materially from that originally confirmed.

24. Information regarding rates for hotel services is available at the reception and on the hotel's website.

25. The hotel management welcomes and appreciates any and all suggestions for improving the hotel and its services, as well as constructive criticism.

26. Guests are required to familiarize themselves with these hotel policies and to abide by these provisions. In the event that a guest breaks any of these rules, the hotel has the right to terminate the guest's stay prior to the originally agreed-upon day of departure.

27. Should a guest have any special wishes or substantiated complaint during their stay, they may contact the appropriate hotel staff member, who will make every effort to accommodate the guest's wishes.

28. These hotel policies are effective as of 1.2.2018

Ostrava, January 2018