

## **GENERAL TERMS AND CONDITIONS – HOTEL NOIR -EN**

The accommodated clients are governed by the laws of the Czech Republic on the basis of Czech law and the accommodation rules of HOTEL NOIR. The accommodated guest accepts the accommodation rules as a contractual condition of accommodation and is obliged to observe its provisions.

Each guest is obliged to familiarize themselves with these accommodation rules, his ignorance will not be taken into account. The accommodation rules are published on the website of HOTEL NOIR – [www.noirhotelprague.com](http://www.noirhotelprague.com)

General Terms and Conditions (hereinafter referred to as "Terms") Ubytování J.T. s.r.o., Kolovratská 58/1, 100 00 Praha 10, DIČ: CZ06403018, file number C 281553 kept at the Municipal Court in Prague govern the mutual contractual relationship between Ubytování J.T. s.r.o., and the natural person who orders the stay (hereinafter referred to as the "client").

### **Article I. - Subject matter of the contractual relationship**

These Terms and Conditions regulate the rights and obligations of the contractual parties when renting hotel rooms for accommodation and other hotel services as individual services according to the individual customer's request.

### **Article II. - Establishment of a contractual relationship**

The contractual relationship between the client and the hotel arises upon the confirmation of the hotel's order of stay. The hotel undertakes to provide the client with a stay and provide the agreed scope and quality of the agreed service (hereinafter referred to as "stay") and the client is obliged to pay the hotel the agreed price.

### **Article III. - Order of stay, price and payment**

#### **3.1 Order of stay**

- by phone: +4520 702 032 444
- by e-mail: [info@noirhotelprague.com](mailto:info@noirhotelprague.com)
- via the electronic form on the website: [www.noirhotelprague.com](http://www.noirhotelprague.com)
- through sales portals with which the pension has a cooperation

3.2 The guest is obliged to pay the agreed contractual prices of the hotel for the accommodation and other services he / she uses based on the stated hotel price list.

Prices of provided services are stated in the booking form or on the hotel website: [www.noirhotelprague.com](http://www.noirhotelprague.com)  
Price per room includes VAT of 10% , NOT INCLUDED breakfast and stay fee.

3.3 The client pays for the services ordered and confirmed by the hotel in cash or by credit card upon arrival.

The hotel requires the right to temporarily withhold the amount (so-called credit card pre-authorization) before the guest's arrival as a guarantee of the reservation.

### **Article IV. - Customer's basic rights and obligations**

4.1 Customer's rights: a) the right to properly provide contractually agreed and paid services, b) the right to be aware of any changes in the contracted services, c) the right to withdraw from the contract at any time prior to the start of the stay or to claim defects.

4.2 Obligations of the customer: a) to provide the hotel with the assistance required to properly secure and provide services, in particular truthfully and completely state the required information in the order, incl. reporting any changes to such data, b) to inform the hotel without undue delay about any changes in the terms

and conditions of the agreed services, c) to receive the documents necessary for the services from the hotel and to arrive at the specified time at the specified time d) of the contract, the customer is obliged to notify the hotel of such withdrawal from the contract and to pay the severance pay according to the cancellation conditions.

#### **Article V. - Basic obligations of the hotel**

a) provide the client with all information about the stay b) secure the client's stay on the basis of a confirmed order and in accordance with generally binding legal regulations c) in the case of withdrawal from the contract by the client pay no later than 14 days after the written receipt of cancellation stay and applicable cancellation fees.

#### **Article VI. - Withdrawal and cancellation conditions**

The client has the right to cancel the stay at any time, ie withdraw from the contract. The contractual relationship is canceled and the participation is canceled as of the date when the hotel is notified in writing or orally (cancellation). In this case, the hotel has the right to charge severance / cancellation fees (contractual penalty). The severance pay is payable immediately. After deducting severance pay from the total price of the stay, the customer will receive the rest of the amount paid. If the severance payment (cancellation fees) is higher than the advance payment, the client is obliged to pay an amount equal to the severance payment (cancellation fees).

#### **Cancellation fees**

##### Cancellation policy for regular bookings

The client can cancel the reservation free of charge up to 2p.m. 2 days before arrival. In case of cancellation less than 2 days before arrival, the hotel will charge the client 100% of the total price of the reservation. No show is full stay charge.

##### Cancellation policy for non-refundable bookings

In the event that the client cancels, changes or does not come to the accommodation, the hotel will charge the client the total price of the stay.

#### **Article VII. - Use of personal data**

See separate document Information on Personal Data Processing.

#### **Article VIII. - Final Provisions**

The General Terms and Conditions come into effect on 5.12. 2021.

The accommodated guest has the right to file an out-of-court settlement of such a dispute to a designated subject of out-of-court settlement of consumer disputes:

The Czech Trade Inspection

Central Inspectorate - ADR Unit

Štěpánská 15

120 00 Prague 2

Email: [adr@coi.cz](mailto:adr@coi.cz)

Web: <https://adr.coi.cz>

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](http://www.coi.cz).

Pursuant to Section 1837 (j) of Act No. 89/2012 Coll., The Civil Code accommodated as a consumer, the right to withdraw from the accommodation contract does not arise if the accommodation facility provides performance within the stipulated deadline.