



CENTRUM BABYLON, a.s., Nitranská 1, 460 07 Liberec

COMMERCIAL TERMS AND CONDITIONS OF ACCOMMODATION SERVICES OF CENTRUM BABYLON, a.s.

effective from 29 February 2024



- 1. The applicability of the Commercial Terms and Conditions of accommodation services of CENTRUM BABYLON, a.s. (hereinafter referred to as the CTCASs)**
 - 1.1 These CTCASs govern commercial relations between CENTRUM BABYLON, a.s. (hereinafter referred to as CB) and the Customer of CB (hereinafter referred to as the Customer). They form an integral part of any written contractual relation related to the provision of CB's accommodation services to CB's customers.
 - 1.2 These CTCASs shall apply in full unless otherwise agreed in writing between CB and the Customer. Commercial offers, draft contracts, orders and contracts for the supply of services, goods and other performance shall be drawn up on the basis of these CTCASs, and the provisions of these CTCASs shall be applied by CB even in cases where performance occurs between CB and the Customer without entering into a written contractual relation.
- 2. Offers, orders and conclusion of contracts**
 - 2.1 Based on the Customer's enquiry and communication as to their requirements, CB shall prepare and submit to the Customer a written commercial offer or a draft contract. The validity of written commercial offers or draft contracts submitted by CB shall not exceed one calendar month from the date on which they were drawn up unless a shorter period is specified therein.
 - 2.2 Documents attached to offers, such as service specifications etc., are for information only unless expressly designated by CB as binding.
 - 2.3 CB's employees are not authorised to negotiate verbal separate agreements or give verbal assurances beyond the scope of a written commercial offer, a draft contract or these CTCASs.
 - 2.4 The Customer shall always submit orders to CB in writing, either in person, by post, by courier or in electronic form. CB shall not be obliged to accept any other form of order and such orders shall not be deemed to be a proposal to conclude a contract.
 - 2.5 An order must always contain as a minimum requirement the following particulars: the Customer's business, company ID, VAT ID, the type and quantity of contractual performance being ordered, the identification of the person authorised to act on behalf of the Customer in connection with the order.
 - 2.6 By submitting a written order the Customer acknowledges their agreement with these CTCASs.
 - 2.7 Contractual relations between the Customer and CB are usually formed by:
 - 2.8 Acceptance of the Customer's order by CB, which occurs either by written acceptance upon receipt of the order and/or at the moment of commencement of the performance of the order or part thereof by CB; written acceptance of an order occurs in particular by post, courier, fax, in person or electronically;
 - 2.9 Concluding a separate contract specifying the contractual performance and the rights and obligations between the Customer and CB.
 - 2.10 Depending on the nature of the agreed performance, a contract is either a purchase contract, a works contract, a lease contract, an unnamed contract or a mixed contract, always concluded under the specifications of the CC. A draft contract is usually submitted by CB.
 - 2.11 Where reference is subsequently made to a „contract“ in these CTCASs, it shall mean any document forming a contract or its part, such as an order, an annex and a price list etc.
 - 2.12 Section 1732, par. 2 of the CC, which stipulates, inter alia, that a proposal to supply goods or services at a certain price made in a catalogue is an offer, shall not apply.
 - 2.13 Section 1740, par. 3 of the CC and Section 1751, par. 2 of the CC, which stipulate that a contract is concluded even if the will of the parties is not in complete agreement, shall not apply.
- 3. Prices**
 - 3.1 The basic prices of goods and services are set out in the CB price lists valid for the period the provision of accommodation services is related to.
 - 3.2 CB's informative price list is available at HYPERLINK „<http://www.hotelbabylon.cz>“ www.hotelbabylon.cz, with current price lists being available at CB's sales locations
 - 3.3 Contractual relations between CB and the Customer are always determined solely by the prices set out in the current CB price list or the price agreed between CB and the Customer in a contract. CB reserves the right to change the purchase price in the case of services with long-term performance or if a framework contract is concluded. In this case, CB shall inform the Customer of the change in the purchase price in advance, and CB shall also fulfil this obligation by publishing the changed prices in the price list as current from time to time.
- 4. Payment terms**
 - 4.1 Payments from the Customer for the supply of services from CB shall be made as follows:
 - 4.2 CB is entitled to issue an invoice for advance payment in the sum of up to 100 % of the agreed total purchase price.
 - 4.3 CB shall be entitled to issue an invoice for advance payment for 100 % of the agreed refundable deposit for „ad hoc“ performance provided during the performance of the subject matter of the contract.
 - 4.4 Payment of the purchase price shall mean crediting the amount of payment to CB's account or paying in cash at CB's cash desk. Only by special written agreement may CB also accept confirmation of payment before it is credited to CB's account, e.g. upon presentation of the original bank statement of the Customer's bank account showing the payment in question.
 - 4.5 CB shall issue and send to the customer an invoice (a tax document) including the settlement of any advance payments after the taxable supply has taken place, but no later than within 5 days thereof.
 - 4.6 In the event that the Customer is in default with any payment, CB shall be entitled to charge the Customer and the Customer shall pay to CB a contractual penalty of 0.25 % of the amount due for each day of delay. The CB is also entitled to disclose this fact and details pursuant to Article 8.1 of these CTCASs or to pass them on to a third party for this purpose.
 - 4.7 Failure to pay invoices for advance payment or invoices issued continually for services already provided within their due dates shall constitute a material breach of the contractual relation. In this case, CB shall be entitled to cancel any further accommodation and unilaterally withdraw from the contractual relation, charging any cancellation fees as agreed.
 - 4.8 The due date for invoices, interest on late payments and contractual penalties shall be 14 days from the date of the invoice. CB shall be entitled to offset the interest on late payment and contractual penalties against any advance payments.
- 5. Conditions of the provision of accommodation by CB**
 - 5.1 The dates of accommodation shall be binding for CB if they are set forth in a written contract or an order from the Customer confirmed by CB.
 - 5.2 Should any obstacles arise that prevent CB from the provision of services, CB shall inform the Customer immediately and will make arrangements with the Customer as to the next course of action.
 - 5.3 In the event that the Customer cancels a booking or fails to take occupancy the booked rooms at the following times before the accommodation date, CB is entitled to charge contractual penalties (cancellation fees) according to the conditions which CB applies to accommodation bookings for groups of more than 20 persons for the same dates as follows:
 - a) for cancellations of agreed services between 21-30 days before arrival, 30 % of the price of cancelled services,
 - b) for cancellations between 20-7 days before arrival, 80 % of the price of cancelled services,
 - c) for cancellations 6 days and less before arrival, alternatively when agreed services have not been used, 100 % of the prices of cancelled services.
 - d) This provision of the CTCASs shall be binding for groups of over 100 persons for the same dates and a reduced amount of contractual penalty cannot be agreed in a contract.
 - 5.4 In accommodation bookings for individuals as follows:
 - a) for cancellations of agreed services between 2-1 days before arrival, 50 % of the price of booked services for the first night,
 - b) in cases of no-show, 100 % of the price of booked services for the first night,
 - c) in the event of a stay shorter than booked by the Customer, 100 % of the price of the following night.
 - 5.5 If services paid in advance (as advance payment) are not used, the amount of advance payment shall not be returned; instead, only an option will be provided to use the services booked on alternative dates.
 - 5.6 The conditions of accommodation are stipulated by the Accommodation Regulations of WELLNESS HOTEL BABYLON.
- 6. Complaints about services**
 - 6.1 Complaints about services are governed by the Complaints Procedures of CB, available to customers at WELLNESS HOTEL BABYLON.
- 7. Authority to act on behalf of the Customer**
 - 7.1 All acts resulting in any obligations of or for the benefit of CB may be performed on behalf of the Customer only by a person authorised to do so, i.e. the Customer's statutory body and other persons authorised to do so as shown by an entry in the Commercial Register. Other persons may act on behalf of the Customer only if they provide a power of attorney in writing issued by a person authorised by the Customer.
- 8. Data protection and storage**
 - 8.1 For information on the processing of personal data and instructions regarding rights related to personal data protection go to the following website address: www.hotelbabylon.cz/assets/2711/GDPR_CZ.pdf
- 9. Circumstances excluding liability**
 - 9.1 Circumstances excluding CB's liability are any events or sets of circumstances which cannot be averted by CB by means of care CB can be expected to exercise, such as war, insurrection, strikes, various measures taken by the authorities, acts of nature and delays in the supply of materials, energy and other similar events due to force majeure and not caused by CB including anti-pandemic measures taken by the authorities of the Czech Republic which interfere with the performance of the contractual obligations.
- 10. Applicable law, final provisions**
 - 10.1 These General Terms and Conditions and all legal relations between CB and the Customer are governed by the laws of the Czech Republic.
 - 10.2 In the event that any provision of these CTCASs becomes invalid, ineffective or unenforceable, the validity and effectiveness of the remaining provisions of these CTCASs shall not be affected.
 - 10.3 Disputes arising between the contracting Parties in the course of performance of their contractual obligations shall be settled preferably out of court; in the event of a court dispute, the place of jurisdiction shall be the general court of the place of CB's registered office.
 - 10.4 The contracting Parties declare that they agree to the contents of these CTCASs on the basis of their free and genuine will and affix their signatures to a contract or order in proof thereof.

In Liberec on.....

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CENTRUM BABYLON, a.s.

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Customer