

GENERAL TERMS AND CONDITIONS

By ordering Services on the www.lipno-markus.cz Web Portal, the Client enters into a purchase contract with the Provider (hereinafter referred to as *the "Contract"*). These General Terms and Conditions define the content of the Agreement, in particular the rights and obligations arising from it for the Provider and the Client.

Provider:

Name: MARKUS FRYMBURK s.r.o.

Company ID: 05534992

Tax identification number: CZ05534992

Address: Frymburk No. 11, 382 79 Frymburk

Registered in the Commercial Register kept by the Regional Court in České Budějovice, C 25405

Contact details:

Phone: +420 602 696 798

E-mail: info@lipno-markus.cz

Web portal: www.lipno-markus.cz

as a seller of services in the E-shop (hereinafter referred to as *the "Provider"*)

I. Introductory Provisions

- 1.1. The General Terms and Conditions (hereinafter referred to as *the "Terms and Conditions"*) govern in accordance with Section 1751 par. 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the *"Civil Code"*), the mutual rights and obligations of the contracting parties arising on the basis of or in connection with the conclusion of the Contract between the Provider and the buyer (hereinafter referred to as *the "Client"*). The Provider provides services through a web portal and an interface on the www.lipno-markus.cz (hereinafter referred to as *the "Web Portal"*).
- 1.2. The Terms and Conditions form an integral part of the Agreement. They may be unilaterally supplemented or changed by the Provider. This is without prejudice to rights and obligations arising before the new Terms and Conditions come into effect.
- 1.3. Provisions different from the Terms and Conditions may be agreed in the Contract. These provisions take precedence over the Terms and Conditions.
- 1.4. The terms and conditions are drawn up in the Czech language.
- 1.5. All information on the processing of your personal data is contained in the Terms of Personal Data Processing, which can be found www.lipno-markus.cz

II. Basic definition

2.1. The Client is a person who makes a reservation in any of the ways specified in par. 3 of these GTC. The person of the Client does not have to be the same as the person of the Guest.

2.2. The Guest is the person who is the final recipient of the booked stay and/or the Provider's services (hereinafter referred to as the "Guest"). If the Client is also a Guest, he is referred to only as the Client.

2.3. The electronic reservation form is a reservation system operated by the Provider, in particular on the www.lipno-markus.cz website (hereinafter referred to as the "System"), which enables online booking of stays and/or services offered by the Provider according to current availability.

2.4. Individual reservations are valid for reservations of up to 5 rooms, and are valid only for services related to accommodation. These reservations are handled by the Provider's reception.

2.5. Group bookings are valid for bookings of 6 rooms or more and for groups requiring additional services. Additional services include, for example, catering, reservation of conference rooms and social spaces, rental of conference equipment, ordering teambuilding activities, etc. These reservations are managed by the Provider's sales department.

2.6. Price/Total Price – the amount of money that is due to the Provider in connection with the purchase of the Service and all fees related to the Service.

2.7. Civil Code - Act No. 89/2012 Coll., the Civil Code, as amended.

III. Procedure for booking and concluding an accommodation contract

3.1 The Accommodation Provider offers accommodation and other related services to clients through its www.lipno-markus.cz website, through approved intermediaries and through the Accommodation Provider's advertising materials (hereinafter referred to as the "Offer"). The information contained in the offer is for informational purposes only. This indicative offer is not an offer within the meaning of Section 1731 or Section 1732 of the Civil Code, nor is it a public promise under Section 1733 of the Civil Code. This indicative offer does not give rise to the client's entitlement to conclude an accommodation contract. The offer is valid under the terms and conditions and for the period specified therein, while the accommodation provider reserves the right to unilaterally change or specify the specific conditions of the offer before concluding the accommodation contract.

3.2 The Client sends an inquiry for accommodation and services to the Accommodation Provider via the electronic reservation form located on the Accommodation Provider's [s](#)

[website www.lipno-markus.cz](http://www.lipno-markus.cz), or by e-mail or in another way (hereinafter referred to as the "Order"). By sending the Order to the Accommodation Provider, the Client confirms that he/she has fully read these GTC, agrees with them and acknowledges them as conditions and an integral part of the Accommodation Agreement. The Client is obliged to fill in the data in the reservation form completely (including any ID number and VAT number) and truthfully, while further or other changes are not possible after it has been sent through the reservation form. The Accommodation Provider reserves the unlimited right to reject the Order, even without giving a reason.

3.3 After receiving the Client's Order, the Accommodation Provider will send the Client an e-mail confirmation of acceptance of the Order, after verifying the capacities and other conditions, with specific conditions of the Accommodation Provider's binding offer, stating the binding calculation of the price of accommodation and services, payment terms and payment instructions.

3.4 In the event of acceptance of the Accommodation Provider's Reservation, the Client is obliged to pay the total price in the manner and under the conditions of payment specified in the Reservation.

3.4.1. Backup:

If the accommodation provider has set an advance for the total price in the payment terms of the Reservation, the payment of the deposit concludes an accommodation contract between the client and the accommodation provider, which includes these GTC, for accommodation and services specified in the Reservation, while the reservation of accommodation and services is not guaranteed by the accommodation provider until the total price is paid (hereinafter also referred to as the "Confirmed and non-guaranteed Reservation"). If the client does not pay the deposit to the accommodation provider within the period defined in the payment conditions, the client does not accept the terms and conditions of the Reservation and the accommodation contract has not been concluded, and the accommodation provider is no longer bound by the Reservation due to the expiry of the last day of the period for payment of the deposit. If the deposit has not been specified in the payment terms of the Reservation, the client is obliged to pay the total price of accommodation and services within the period specified in the payment terms of the Reservation, otherwise the client has not accepted the terms and conditions of the Reservation and the accommodation contract has not been concluded, and the accommodation provider is no longer bound by the Reservation by the expiry of the last day of the deadline for payment of the total price.

3.4.2 Booking confirmation:

At the moment of payment of the total price according to the Reservation, the reservation of accommodation and services becomes confirmed and guaranteed by the accommodation provider and the accommodation provider sends the client an e-mail binding confirmation of the reservation of accommodation and services specified in the Reservation (hereinafter referred to as the "Confirmed and Guaranteed Reservation" or the "Reservation

Confirmation"). At the moment of delivery of the Booking Confirmation to the Client, the Accommodation Provider undertakes to provide the Client with accommodation and services to the extent and under the conditions specified in the Booking Confirmation. If the client has paid a deposit to the accommodation provider, but has not paid the balance of the total price of accommodation and services within the deadline, it is a Confirmed and non-guaranteed reservation. The regime and consequences of Confirmed and Non-Guaranteed Reservations or Confirmed and Guaranteed Reservations are further specified in par. 6.6 of Article VI of these GTC. Acceptance of a Booking with an amendment or deviation from the terms and conditions specified in the Booking shall not be deemed to be an acceptance of a Booking, even if it does not materially change the terms and conditions of the Booking.

3.5 If there are any errors in writing or counting in the Offer, Order, Reservation and/or Booking Confirmation (in particular, a manifestly unreasonable price of accommodation and/or services) or other incorrect data or other discrepancies, the accommodation provider reserves the right to correct these errors or other discrepancies by itself or on the basis of a written request of the client.

3.6. Gift vouchers:

Purchased vouchers are non-refundable and valid only for the period of validity and for the services specified on them. The Provider only accepts gift vouchers/vouchers issued by the Provider and provided with a numerical code. The client has the right to use the services in the agreed amount. Booking conditions apply to gift vouchers. The Client is obliged to inform the Provider of the intention to pay for the stay and services by means of a gift voucher in writing and before concluding the Contract.

3.7. Pets are prohibited.

IV. Price and payment terms

4.1 The Accommodation Provider has the right to require the Client to pay the total price of accommodation and services specified in the Reservation before they are provided, or to pay an advance payment, if it follows from these GTC or the Reservation.

4.2 The payment terms and the payment period of the total price vary depending on the time before the client's arrival at the accommodation.

4.3 The total price of accommodation and services is paid, unless otherwise stated in these GTC or in the Booking, usually by bank transfer to the accommodation provider's account specified in the payment instructions. Payment means crediting the relevant amount to the bank account of the accommodation provider no later than on the last day of the period.

4.4 Failure to comply with the deadline for payment of the full price or part thereof by the Client establishes the right of the Accommodation Provider to withdraw from the contract

and the Client is obliged to reimburse the Accommodation Provider for the costs associated with this (cancellation fees), the calculation of which is governed by the conditions specified in Article VI of these GTC. Failure to comply with the deadline for payment of the deposit according to the payment terms of the Reservation, the accommodation contract is not concluded and neither the client nor the accommodation provider have any claims against each other. These payment terms apply, unless otherwise specified in the payment terms of the Booking.

4.5. Price

4.5.1 The price of accommodation means the price stated in the Booking as the price of accommodation for the relevant object and for the number of persons specified in the Booking. The price for services is understood to be the price stated in the Booking as the price of the ordered services. The total price of accommodation and services is the price stated in the Booking as the total price with any discounts provided, including taxes and the fee for a spa or recreational stay.

4.5.1.1.Children's pricesChildren's prices are calculated according to the current price list / offer.

In the price list, 1 child up to 1.99 years is free of charge, without the right to own bed and meals.

Baby cot with bed linen 300 CZK (1x per stay)

Additional child up to 4.99 years without bed / night 200 CZK

Otherwise, the prices are valid as for an adult.

4.5.2 The Accommodation Provider is not entitled to unilaterally increase the total price during the validity of the Reservation, except in the following cases:

- if there is a change in the Reservation (e.g. change of the facility, number of people, etc.),
- if the client fails to prove or prove compliance with the conditions for the provision of the claimed discount,
- if there is a change in the legislation or rates of value added tax and/or fees for spa or recreational stays, or
- where the time from sending the Booking to arrival at the accommodation exceeds four months and during this period the prices of accommodation and/or the accommodation provider's services increase.

4.5.3 The Client is entitled to a discount from the total price if he/she informs the Accommodation Provider of all decisive facts for the application of the discount in accordance with the Accommodation Provider's terms and conditions specified in the Accommodation Provider's offer at the latest when sending the Order. At the moment of sending the Order, the Client is not entitled to be provided with any other and/or additional discount. Any discounts announced by the accommodation provider after the date of sending

the Order by the Client do not entitle the Client to use this discount, unless stated otherwise. Discounts cannot be combined.

4.5.4 The prices of accommodation and services provided by the Accommodation Provider are set and paid in the statutory monetary unit of the Czech Republic, the Czech crown (CZK, CZK) or in EUR. Based on an agreement between the accommodation provider and the client, it is possible to determine and pay the price of accommodation and services in EUR. To convert the price of accommodation and services in CZK to EUR, a fixed exchange rate of EUR set by the accommodation provider is used. In the case of ordering accommodation and services, the Client and the Accommodation Provider are bound to pay the price of accommodation and services set in EUR in the amount specified in the calculation in the Reservation. In the case of payment for the service used by the Accommodation Provider directly at the Accommodation Provider's reception, the binding price stated in the Accommodation Provider's price list is in CZK after conversion at the fixed exchange rate of EUR set by the Accommodation Provider for the day of using the service.

4.6. Taxes, fees, levies

Valid prices include a city fudge of 20 CZK. These fees are added to the agreed price, based on the actual number of accommodated persons.

In the event that there is a change in tax rates, fees and levies that have not yet been known to the Contracting Parties, the Provider is obliged to adjust the prices accordingly.

V. Means of payment

Valid means of payment are: cash in EUR and CZK and credit cards or cashless transfer to the accommodation provider's account:

CZK

IBAN: CZ98 8040 0000 0020 3111 6320

EUR

IBAN: CZ75 8040 0000 0020 3114 2051

V. Changes to the reservation

5.1 In the event of circumstances that prevent the accommodation provider from providing the client with accommodation and/or a service according to the Reservation, and if it is possible, due to the situation that has arisen, to provide the client with other accommodation and/or alternative services to an extent and quality identical to or at least approaching the accommodation and/or service originally ordered, or to provide the same accommodation and/or service on an alternative date, the accommodation provider is entitled and obliged to make appropriate changes. In such a case, the accommodation provider is obliged to inform

the client of the conditions of this change without undue delay and to propose this change to the client. In case of disagreement with such a notified change, the Client is entitled to cancel the use of the service and, if it is a change related to accommodation, to withdraw from the contract. The Accommodation Provider is then obliged to return to the Client the performance pertaining to the cancelled service without undue delay after this cancellation of the service and, in the event of withdrawal from the entire contract, to return to the Client all performance paid in connection with the contract. The provisions of these GTC on cancellation fees do not apply to supplies returned under this paragraph. If the Client does not cancel the use of the service without undue delay after such a change in the use of the service is notified to him/her or, in the case of accommodation, does not withdraw from the contract within 5 days of the delivery of the notification of such a change, he/she shall be deemed to agree with such a change.

5.2 In the event that it is not possible to provide the Client with the ordered and paid service to the extent and quality corresponding to the agreed conditions, the Accommodation Provider is obliged to return to the Client the performance paid by the Client for such service. However, if the Accommodation Provider provides the Client with a substitute service of the same or higher scope and/or quality with the Client's consent, such substitute performance of the Accommodation Provider is considered to be the provision of the originally agreed service, and the Client has no further claims against the Accommodation Provider due to the failure to provide the originally ordered and paid service.

5.3 If the Client has ordered a single room and the Reservation has been delivered to him/her, he/she will be charged the price of accommodation according to the Reservation even if the room is provided to him/her.

5.4 The Accommodation Provider shall not be liable for changes caused by force majeure, decisions of public authorities, the occurrence of extraordinary circumstances or events that could not have been foreseen by the Accommodation Provider or which could not have been avoided even if all reasonably required efforts had been made.

5.5 A Client (whether as a natural person or a legal entity) who makes a reservation must not hand over the Reservation to another person for use without prior agreement, or divide the reservation into several people who will take turns at the facility during the Reservation. In such a case, the accommodation provider of the accommodation specified in the Reservation is entitled to cancel the Reservation of the client, whereby the client loses the right to the provision of accommodation and services according to the Reservation with consequences according to par. 6.5 of these GTC and the Accommodation Provider is entitled to provide accommodation and/or services to another client of the Accommodation Provider.

VI. Cancellation or non-use of the reservation and cancellation fee

6.1 The Parties have agreed that the Client has the right to terminate the Accommodation Agreement without notice or to withdraw due to a material breach of the Accommodation Provider's obligations at any time prior to arrival at the Accommodation. The parties have further agreed that if the client's right to withdraw from the contract, which is granted to the client under certain conditions by law or the contract due to a material breach of the accommodation provider's obligations, or if it is a case of termination or withdrawal from the contract by the accommodation provider due to a breach of the client's obligations, the client is obliged to pay the accommodation provider a cancellation fee.

6.2. The amount of the cancellation fee is agreed depending on the time remaining from the date of delivery of the effective notice of termination of either party or withdrawal from the contract by the accommodation provider to the date of arrival at the accommodation specified in the Reservation. The amount of the cancellation fee is calculated as a percentage of the total price stated in the Reservation.

In the event of such termination or resignation:

Cancellation fee for clients:

Cancellation of the stay less than 7 days before arrival is a cancellation fee of 50%

Cancellation of the stay less than 1 day before arrival is 100% cancellation fee

The customer is entitled to cancel the order at any time before arrival. Cancellation of the stay must be in written electronic form (email with confirmation) to the address info@lipno-markus.cz. The date and time of sending the email is decisive for determining the time of the cancellation.

6.2.1. Cancellation conditions for booking.com

Guests can cancel their reservations free of charge up to 14 days before arrival. In case of cancellation less than 14 days before arrival, the guest will be charged 50% of the total price. If the guest does not show up, they will be charged 100% of the total price.

- Booking.com will collect the full price of the reservation from the guest before the end of the free cancellation period.

6.2.2. Exceptions for cancellations

Tolerance

There is no cancellation fee for cancelling a reservation within 4 hours of making a reservation

Cancellations well in advance

No cancellation fee is charged for cancellations made 4 weeks before arrival

Date changes for non-refundable bookings

We allow guests to change dates themselves:

- Only once, 5 days or more before arrival
- For the same or greater price as their original reservation
- Under the same booking conditions and for the same room type

6.3 Notice of termination and withdrawal from the contract must be in writing and delivered to the other party. The accommodation contract is cancelled on the day when the written notice or withdrawal is delivered to the other party.

6.4 When determining the number of days remaining until the day of arrival at the accommodation for the purposes of calculating the amount of the cancellation fee, this number of days also includes the day on which the written notice of termination or withdrawal was delivered to the other party, but it does not include the day of arrival at the accommodation.

6.5 If the Client does not show up for accommodation on the day of arrival and/or does not use the reserved number of days of accommodation and/or ordered services under the Booking through no fault of the Accommodation Provider, the Client is not entitled to any financial and/or other compensation and/or provision of substitute accommodation or services in relation to the Accommodation Provider and the Accommodation Provider is entitled to payment of 100% of the total price of accommodation and services, specified in the Booking.

6.6 In the event that the Client does not show up to use accommodation and services and if it is in accordance with these GTC:

6.6.1 Confirmed and non-guaranteed Reservation – the Accommodation Provider is entitled to cancel the Reservation of the Client upon the expiry of 6:00 p.m. (18:00 p.m.) on the day of arrival at the accommodation specified in the Reservation, whereby the Client loses the right to the provision of accommodation and services under the Reservation with consequences under these GTC and the Accommodation Provider is entitled to provide accommodation and/or services to another Client of the Accommodation Provider.

6.6.2. Confirmed and guaranteed reservation – the accommodation provider is entitled to cancel the Confirmed Reservation by 10:00 a.m. (ten o'clock) on the day following the day of arrival at the accommodation specified in the Reservation and if the client does not have another message from the client, the Accommodation Provider is entitled to cancel the Confirmed Reservation and the Client is entitled to provide accommodation and services according to the Confirmed Reservation with consequences according to these GTC and the Accommodation Provider is entitled to provide accommodation and/or services to another Accommodation Provider.

6.7 After effective termination or withdrawal from the contract, the Accommodation Provider is obliged to return to the Client all performance received from the Client after setting off the cancellation fee or other performance under the contract, if the total amount of performance paid by the Client in accordance with these GTC has not been exhausted, within 14 days of their delivery. If the payment received from the client, or if the client has taken out cancellation fee insurance and indemnity from the Insurer, is not sufficient to pay the cancellation fee or other performance under the contract, the client is obliged to transfer the

amount owed to the accommodation provider's bank account without undue delay after the effective termination of the contract.

6.8 The Accommodation Provider is entitled to withdraw from the contract in cases where the client materially breaches the obligations stipulated in the contract, these GTC and/or the laws of the Czech Republic. The Accommodation Provider is entitled to terminate the contract without notice before the end of the agreed period if the Client and/or persons accompanying him/her grossly breach their obligations arising from the Contract, these GTC, the accommodation or other operating rules of the Accommodation Provider or the laws of the Czech Republic or good morals despite the warning. If such withdrawal or termination of the Accommodation Provider occurs, the Client is obliged to pay the Accommodation Provider a cancellation fee in the amount according to these GTC.

6.9 Withdrawal or termination of the contract does not affect the right of the accommodation provider to payment of the total price specified in the Reservation, or the cancellation fee, the right of the parties to compensation for damage arising from a breach of contractual obligations, or provisions that, due to their nature, are to bind the parties even after the termination of the contract.

6.10. Cancellation of the stay by the guesthouse The guesthouse is entitled to cancel the stay if the realization of the stay is specifically difficult or endangered or as a result of unforeseeable extraordinary circumstances that could not have been foreseen when concluding the contract (sending a binding order). The Hotel is obliged to notify the customer of the cancellation of the stay without undue delay and the customer will receive the money for the agreed services back in full. At the same time, the customer is not entitled to any further compensation.

6.11. Early termination of stay In case of early termination or interruption of the stay without fault on the part of the guesthouse, the pension is not obliged to refund the price of the stay paid or reduce the price of the ordered stay, or its proportional part.

VII. Duration of use of reserved rooms

7.1. Reserved hotel rooms are available from 3:00 p.m. on the day of arrival and until 10:00 a.m. on the day of departure.

7.2. Reserved rooms are available from 3:00 p.m. on the day of arrival and until 11:00 a.m. on the day of departure.

7.3. Registration of Hotel Accommodation can be done physically at the Provider's reception or through the Previo online booking program.

7.4.If the Guest does not vacate and return the room to the Provider, the Provider has the right to charge CZK 500 for each commenced hour based on the delayed release of the room. It is up to the Guest to prove that the Provider has not suffered any or significantly less damage. In the event that the Provider has previously booked this room for another Client and the Guest does not vacate the room despite the notice or is not present at the Provider, the Provider reserves the right to write down the Guest's belongings and store them in a safe place so that the room can be used by another Client who has booked it.

7.5. The guest is entitled to the following change of towels/bed linen:

Cleaning on request Guests can request a change of towels as follows:

– hang a label on the door or report it to the reception.

The change is on request and the towels are changed free of charge after three days of stay and bed linen after 6 days of stay free of charge.

Throughout the stay, the bins and toilet paper are taken out free of charge.

VIII. Customer's obligations

8.1.The Client's fundamental rights are in particular:

8.1.1. the right to the provision of ordered and paid accommodation and services to the extent and under the conditions set out in the Booking.

8.1.2. the right to be provided with information regarding accommodation and services offered and provided by the Accommodation Provider.

8.1.3. the right to terminate the contract at any time without notice or to withdraw from the contract due to a material breach of the accommodation provider's obligations or to cancel the use of the ordered service under the terms and conditions specified in these GTC, the contract or the legal regulations of the Czech Republic.

8.1.4. the right to notify the accommodation provider in writing that another person will take part in the accommodation and/or use of the services specified in the Booking instead, provided that such notification also includes a declaration by this person (new client) that he/she agrees with the accommodation, services and their price specified in the Booking and that he/she meets all the conditions for participation in the accommodation and use of services, if required. The stay cannot be divided among multiple new clients by days, but only for one new client in the same length of reservation. The original and new client are jointly and severally liable for the payment of the total price stated in the Booking and administrative or other costs incurred by the accommodation provider in connection with the change of client.

8.1.5. the right to complain about incorrectly or poorly provided accommodation or services and their settlement in accordance with these GTC.

8.1.6. the right to the protection of personal data and other data relating to the Client and fellow travelers.

8.2 The basic obligations of the Client are in particular:

8.2.1. the obligation to complete the Order in full and truthfully, any attached forms necessary for the provision of accommodation and services, and to submit the necessary documents to identify the Client and accompanying persons upon arrival at the accommodation (valid ID card, valid passport) and, if necessary, to notify the Client of any change in this data without undue delay.

8.2.2. fill in and sign the registration card when registering for accommodation.

8.2.3. pay a refundable deposit in the amount according to the Accommodation Rules upon registration for accommodation or provide a payment card to pre-authorize this amount of the deposit.

8.2.4. the obligation to notify the accommodation provider of any participation of foreign nationals.

8.2.5. the obligation to notify the Accommodation Provider of a change in the number of persons using the Facility and, if the Accommodation Provider agrees to this change, to enter them in the book of accommodated persons at the Accommodation Provider's reception and to pay the accommodation price for persons not listed in the Reservation according to the Accommodation Provider's price list. If the maximum permitted number of persons for a given facility is exceeded and/or if there is a breach of the obligation to report persons not listed in the Reservation and using the facility, the accommodation provider is entitled to withdraw from the contract for a material breach of the contract and to expel the client, accompanying persons and other persons from accommodation or services, whereby the right to provide accommodation and/or services specified in the Reservation is forfeited, as well as the right to reimbursement of paid and unused accommodation and/or services.

8.2.6. the obligation to pay the accommodation provider the total price of accommodation and services in accordance with the payment terms and conditions specified in the Booking and in accordance with these GTC and to prove payment based on the accommodation provider's request.

8.2.7. the obligation to pay the Accommodation Provider a cancellation fee in the cases specified in these GTC. • the obligation to take over the documents necessary for the use of accommodation and services from the accommodation provider.

8.2.8. the obligation to arrive at the place of accommodation and/or services at the specified time.

8.2.9. the obligation to follow the instructions of the accommodation provider's employees, accommodation and other operating rules of the accommodation provider issued for the use and provision of accommodation and services in the Markus Pension and Restaurant. In the

event that the Client or persons accompanying the Client grossly breach the obligations arising from the Contract, these GTC or the Accommodation Provider's regulations (rules), legal regulations or good morals, or disrupt the programme or the use of accommodation and services of other clients of the Accommodation Provider, the Accommodation Provider is entitled to expel the Client and the persons accompanying the Client from accommodation or the use of services (terminate the contract without notice), whereby the latter loses the right to the provision of accommodation and/or services specified in the Booking, as well as the right to reimbursement of paid and unused accommodation and/or services.

8.2.10. the obligation of the Client and persons accompanying the Client to behave in such a way that their behaviour does not interfere with or limit the use of accommodation and/or services of other clients of the Accommodation Provider.

8.2.11. the obligation to compensate for damage to the property of the Accommodation Provider caused by the Accommodation Provider and/or persons accompanying the Accommodation Provider or other persons to whom the Accommodation Provider culpably granted access to the Accommodation Provider's property.

8.2.12. the obligation to state in the Order that it is inquiring about a facility where accommodation with a pet is not possible. If the Client fails to do so, the Accommodation Provider is entitled to refuse accommodation and withdraw from the contract due to the fact that the Client is not entitled to accommodate the Client, due to the fact that only a limited number of facilities are intended for the accommodation of the Clients with pets, or in some facilities accommodation with pets is not allowed at all, and if it is not possible to provide such an object to the Client due to capacity exhaustion, the Client is entitled to refuse accommodation and withdraw from the contract, and the Client loses the right to provide the accommodation and/or services specified in the Reservation, as well as the right to reimbursement of paid and unused accommodation and/or services, unless otherwise agreed by the parties.

8.2.13. the Client's obligation to pay the Accommodation Provider the difference in price after the discount stated in the Booking if the Client fails to prove to the Accommodation Provider upon arrival at the accommodation and/or before the start of the service that the conditions for the provision of a discount on the price of accommodation and/or services are met.

8.2.14. The Client (whether as a natural person or a legal entity) is responsible for compliance with the obligations arising from the Contract, these GTC, the accommodation and operating rules of the Accommodation Provider and the legal regulations of the Czech Republic by natural persons specified in the Booking Confirmation and/or accompanying them.

8.3. A more detailed regulation of rights and obligations is contained in the accommodation and other operating rules, which are publicly available to clients in the Markus Pension and Restaurant.

8.4. Without the consent of the Accommodation Provider, the Guest may not:

- 8.4.1. Make significant changes to the accommodation areas (move furniture, move equipment, etc.).
- 8.4.2. To remove any equipment and equipment from the accommodation areas.
- 8.4.3. Use their own appliances in the accommodation areas, except for small appliances used by the Guest for personal hygiene and office work.
- 8.4.4. Leave the premises intended for accommodation to another person.
- 8.4.5. Visitors must be reported to the receptionist and are only possible from 08:00 to 22:00, only public hotel areas are available to the Guest to receive visitors outside this time.
- 8.4.6. Carry weapons, ammunition and explosives or otherwise store them in a condition allowing their immediate use.
- 8.4.7. Possessing, producing or possessing narcotic or psychotropic substances or poisons, unless they are medicines the use of which has been prescribed to the guest by a doctor.
- 8.4.8. Smoking in all indoor spaces.
- 8.4.9. Use open flames.
- 8.4.10. Use explosive substances (fireworks) in the Provider's premises and in its vicinity.

IX. Liability for damage

9.1. Safety and liability of the Guest for damage caused

9.1.1. The Guest is obliged to familiarize himself with the safety rules and the evacuation plan.

9.1.2. The Guest shall act in such a way as to avoid unjustified harm to the freedom, life, health or property of another.

9.1.3. If the Guest causes damage to the Provider's property by his/her actions, he/she is obliged to compensate the Provider for such damage before his/her departure.

9.1.4. The Provider is entitled to claim damages from the Client for pollution, damage or destruction of the room or its equipment and other premises and its surroundings.

9.2. Provider's liability for damage caused

9.2.1. The Provider's liability applies only to damage that the Provider demonstrably causes and is not liable for damage caused by another person or force majeure.

9.2.2. The Provider's liability for damage to stored items is governed by Art. 2945 et seq. of Act No. 89/2012 Coll., the Civil Code.

9.2.3. The Provider is also liable for other damages caused by intentional or grossly negligent breach of its obligations, and this applies equally to its employees or persons authorized by them. Claims for damages beyond this are excluded.

9.2.4. Any damage, destruction or damage shall be reported by the Guest immediately after becoming aware of it. The right to this liability expires if the guest fails to notify the hotel of

the loss, destruction or damage without undue delay and no later than 15 days after learning of the damage.

9.2.5. Damage will not be paid if the damage was caused by the Guest or by the persons accompanying him/her.

9.2.6. Any property left by the Guest with the Provider will be sent to the Guest only upon the Guest's request, at the expense and risk of the Guest. The Provider stores forgotten items for 1 month and then reserves the right to destroy these items.

9.2.7. If the Provider's services prove to be defective and deficient, the Provider shall take steps to remove them upon becoming aware of them or in response to an immediate complaint/complaint from the Guest. The guest is obliged to cooperate reasonably with the aim of removing the defect or deficiency and thus minimize potential damage. The Guest is obliged to prevent damage and to notify the Provider in time of the possibility of damage of extraordinary importance.

9.2.8. The Provider is not responsible for loss or damage to a vehicle parked or moving in the hotel car park, for loss or damage to its contents and for damage caused to persons and animals. It is also not responsible for damage caused by accidental events or force majeure, and for damage caused by vandalism. The Provider is not liable for any damage caused exclusively by other Guests or other third parties.

9.3. Liability of the Provider for the Guest's property

9.3.1. The Provider is not responsible for the valuables of the Guests in the rooms (money, jewellery, securities, credit cards, computers, tablets, cameras, etc.) and is not responsible for any loss or damage thereto.

9.3.2. It is not possible to store luggage at the Provider's reception.

9.3.3. The Provider does not offer services related to the safekeeping of funds, jewels and other valuables. In the event of loss of valuables, the Guest will immediately contact the reception, which will ensure that the police are called.

X. Other provisions

10.1 The accommodation provider may accommodate the client no earlier than 3:00 p.m. on the day specified in the Booking as the first day of accommodation. The Client is obliged to hand over the vacated object on the last day of accommodation specified in the Reservation no later than 10:00 a.m. In the event of a delay in handing over the vacated object by the Client, the Accommodation Provider is entitled to charge the Client a contractual penalty of CZK 500 (in words: five hundred Czech crowns) for each hour of delay in handing over the vacated property.

10.2 If the Accommodation Provider acquires reasonable suspicion that the Client is using the Facility contrary to the terms and conditions of the Reservation or contrary to the Accommodation Provider's accommodation or operating rules, or contrary to public order, the Accommodation Provider is entitled to enter the Facility and check its use.

10.3 The Accommodation Provider is not responsible for any damage caused to the functionality of the Client's electrical or electronic equipment and for any mistakes or incorrectly provided information about events or services provided by other persons.

10.4 The Client undertakes to pay the Accommodation Provider a refundable deposit in cash (or by pre-authorization of the amount via a credit card) in the amount specified in the Accommodation Rules upon arrival at the accommodation. It is agreed that the deposit serves as a deposit to pay for lost, broken or damaged parts of inventory, loss of keys or chip cards or other damage to the property of the accommodation provider and/or arrears for accommodation and/or services, which the accommodation provider is entitled to unilaterally set off against the client's entitlement to a refund of the deposit. The deposit may be reduced by the accommodation provider even in the event of a gross violation of the accommodation rules, e.g. violation of the ban on smoking in the building, damage or pollution caused by pets. In the event of damage exceeding the amount of the deposit, the client is obliged to pay the damage in full. If the client refuses to pay the relevant amount of the deposit upon arrival, the accommodation provider reserves the right not to accommodate the client without the right to compensation for unused accommodation and services. The unused deposit will be returned to the client at the end of the stay at the reception of the accommodation provider in the same way as it was collected.

10.5 A Client who checks in before 6:00 a.m. (six) a.m. pays the rate for the entire previous night.

10.6 No parking area of the Markus Pension and Restaurant, including garages, is a guarded parking lot or a guarded garage, and the Accommodation Provider does not provide any supervision over the Clients' parked vehicles and/or their accessories or items stored in the garage.

10.7 By ticking the box "I agree to receive commercial communications via electronic means pursuant to Act No. 480/2004 Coll. and the processing of personal data for these purposes" in the reservation form located on the www.lipno-markus.cz website (hereinafter referred to as the "Reservation Form") and its sending (or if the Order is not made through the website www.lipno-markus.cz then by another explicit and demonstrable expression of its will, the Client: (i) confirms that all personal data stated in the reservation form (or another provable expression of his will containing the required information, if the Order is not made through the website www.lipno-markus.cz) are true and correct, that he has been instructed of his rights related to the administration and processing of his personal data, in particular that he has rights according to § 11, 12, 21 of Act No. No. 101/2000 Coll., on the Protection of Personal Data, as amended (hereinafter referred to as the "Personal Data Protection Act"), or has familiarized himself with the content of the Information on the Processing of Personal Data and Commercial

Communications available on the www.lipno-markus.cz Website, and grants its consent on the basis of prior instruction:

10.7.1. the processing of his/her personal data within the meaning of the Personal Data Protection Act by the Accommodation Provider as the Controller, or other persons with whom the Accommodation Provider as a processor concludes the relevant contract pursuant to Section 6 of the Personal Data Protection Act, including the disclosure and transfer of the provided data to these processors and persons pursuant to Section 14 of the Personal Data Protection Act cooperating with the Accommodation Provider on the basis of a contract, to the extent of the data of his name, surname, address, telephone number and e-mail address stated by him in the reservation form (or another provable expression of his will containing this information, if the Order is not made through the website www.lipno-markus.cz) for an indefinite period of time, or until the withdrawal or refusal of his consent or expression of his disagreement,

10.7.2. using the details of the electronic contact provided by the Accommodation Provider in the Booking Form (or any other demonstrable expression of the Client's will containing this information, if the Order is not made via the Website www.lipno-markus.cz), for the purpose of disseminating commercial communications within the meaning of the IS Services Act (i.e. sending commercial communications to the Client via electronic means by the Accommodation Provider), which will include commercial communications relating to products, services, products and activities of the accommodation provider.

10.8 By ticking the box "I agree with the General Terms and Conditions" in the booking form and sending it (or, if the Order is not made through the website www.lipno-markus.cz then by another explicit and demonstrable expression of its consent to the GTC), the client confirms that it has familiarized itself with the content of the Information on the processing of personal data and commercial communications available on the www.lipno-markus.cz website and has been instructed about its rights related to the management and processing of their personal data.

XI. Processing of personal data

11.1. The Provider processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as *the "GDPR"*).

11.2. Information on the processing and protection of GDPR can be found in the "Privacy Policy" on the <https://www.lipno-markus.cz> Web Portal

XII. Dispute resolution with Consumers

12.1. The Consumer may send a complaint about the Provider's procedure, which concerns, for example, the partial provision of the Service, the delayed refund of the Price in the event of withdrawal from the Contract or the rejection of a complaint about the Service, to the e-mail address info@lipno-markus.cz The list of possible situations in which it is appropriate to

contact the Provider first is of course broader, especially in the area of providing the Service, a discount on the Price, resolving a complaint about the Service and other matters directly related to the Order. Settlement of the complaint The Provider shall inform the Consumer via his/her e-mail address.

12.2. The Consumer may file a complaint with the Czech Trade Inspection Authority, with its registered office at Štěpánská 796/44, 110 00 Prague 1, Company ID: 000 20 869, web portal: <http://www.coi.cz>, using the web form: <https://www.coi.cz/podatelna>, or in person or in writing at the relevant branch, for reasons contained in Act No. 634/2012 Coll., on Consumer Protection, as amended (hereinafter referred to as *the "Consumer Protection Act"*).

These are examples of the following:

- The Provider shall not issue to the Consumer a document on receipt of the Complaint or on the method of its resolution,
- The Provider does not resolve the Complaint within 30 days, or within the extended period agreed upon by the Consumer,
- The Provider does not inform the Consumer about their rights when filing a Complaint or about their rights in the event of a discrepancy between the received Service or the result of the Service and the Agreement,
- The Provider shall not issue the Consumer with a receipt for the purchase of the Service containing all the particulars, even upon request,
- The Provider shall not mark the Service with a Price.

12.3. The Czech Trade Inspection Authority is competent to settle consumer disputes arising from the Contract under the Consumer Protection Act out of court. The Platform, which can be found on the web portal: <http://ec.europa.eu/consumers/odr>, can be used for the purpose of resolving disputes between the Provider and the Customer, who is a Consumer, arising from a contract for the purchase of the Service concluded by electronic means of distance communication.

12.4. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 796/44, 110 00 Prague 1, web portal: <http://www.evropskyspotrebitel.cz>, provides information on Consumer rights on the European market, including free assistance and advice on disputes between Consumers and E-shops from other countries of the European Union, Norway and Iceland.

12.5. In relation to the Consumer, the Provider is bound by codes of conduct that the Provider voluntarily observes.

XIII. Final provisions

13.1. All information and documents are served by means of electronic means of communication, at a distance, i.e. User account, e-mail, phone number.

13.2. By creating and submitting an order for the purchase of a Service, the Client confirms that it has read the Terms and Conditions and that it fully agrees with them through the web form.

13.3. The Agreement may be amended only on the basis of a written agreement between the Contractor and the Client.

13.4. If the Contract or the legal relationship arising from it contains an international element, e.g. the provision of the Service outside the territory of the Czech Republic, the rights and obligations between the parties will always be governed by the law of the Czech Republic. If the Client is in the position of a Consumer, his rights are not affected by the previous sentence.

13.5. In the event of a change to the Terms and Conditions, the Provider shall publish the new Terms and Conditions on the Web Portal. However, this change will not affect the rights and obligations arising from the Contracts concluded before the new Terms and Conditions come into effect.

These Terms and Conditions come into effect from: 29.10.2024