



# HERMITAGE

HOTEL PRAGUE

## ACCOMMODATION RULES

Of the Hermitage Hotel Prague

(Hereinafter also referred to as “hotel/guesthouse” or “accommodation provider”)

operated by:

Hermitage Holdings, a.s.

Company ID No: 27146006

Taxpayer ID No: CZ 27144006

with its Registered office/ Place of business Svobodova 1961/1, Prague 2, 128 00

### 1. Conditions of concluding an Accommodation Contract

- 1.1 Accommodation of guests at the Hermitage Hotel Prague is provided based on an Accommodation Contract concluded in accordance with Section 2326 et seq. of the Act No. 89/2012 Coll., the Civil Code, on the basis of which the Hermitage Hotel Prague (hereinafter referred to as the "Accommodation Provider") provides the accommodated person with temporary accommodation for an agreed period or for the period resulting from the purpose of accommodation in the facility designated and the accommodated person (hereinafter also referred to as the “Guest ”) undertakes to pay to the Accommodation Provider for the accommodation and related services within the time limit set by these Accommodation Rules (hereinafter also referred to as the“ Contract ”).
- 1.2 The Accommodation Contract is always concluded in writing. At least written confirmation of the booking order or filling in the registration card is sufficient to comply with the form requirement.
- 1.3 The rights and obligations of the contracting parties not explicitly regulated by the Accommodation Contract are governed by these Accommodation Rules and the Price List of the Accommodation Provider. If the Accommodation Contract stipulates something other than these Accommodation Rules and / or the Price List of the Accommodation Provider, the Accommodation Contract shall apply.
- 1.4 If the accommodated person fails to comply with the obligations arising from the Accommodation Contract and the Accommodation Rules and / or the Price List of the Accommodation Provider or otherwise violates good morals in the hotel (hereinafter referred to as "misconduct"), the Accommodation Provider is entitled to terminate the Accommodation Contract. without notice, if the Guest was notified of his / her misconduct by the hotel in accordance with the provisions of §2331 of the Civil Code.

Svobodova 1 | 128 00 | Prague | Czech Republic

T. +420 225 995 225

F. +420 225 995 111

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## 2. Conclusion of the Contract, booking

- 2.1 The accommodated person is obliged to place an order of accommodation with the Accommodation Provider in writing or make a reservation by telephone and then confirm it in writing with the Accommodation Provider. Written reservation or confirmation of a telephone reservation according to the previous sentence means an order made via the reservation form, by e-mail to the Accommodation Provider [reservations@hermitageprague.com](mailto:reservations@hermitageprague.com) or by mail sent to the address of the hotel and / or its operator specified in the header of these Accommodation Rules.
- 2.2 The Accommodation Contract is concluded at the moment of delivery of the written order or written confirmation of the reservation to the Accommodation Provider or by filling in the Guest's registration card.

## 3. Cancellation of the reservation, withdrawal from the contract before check-in, failure to arrive

The guest is entitled to withdraw from the Accommodation Contract before the date of arrival, even without giving any reason. In the case of a guaranteed reservation and no cancellation up to 24 hours prior to arrival, the hotel requires the right to charge one night's stay as a no show. In the case of a non-guaranteed reservation, the client and the hotel have the right to cancel the reservation free of charge and without obligation until 6:00 p.m. on the day of arrival.

- 3.1 In the event that the Guest does not check-in within 24 hours after the agreed check-in, the Accommodation Provider is entitled to withdraw from the Accommodation Contract and at the same time is entitled to charge the Guest a cancellation fee of 100% of the amount of the deposit. This does not apply if the customer notifies the Accommodation Provider of his/her later check-in in advance, but not later than 1 day before the planned check-in, by telephone or in writing. The conditions set out in Article 2 (2.1) of these Accommodation Rules shall apply mutatis mutandis to the form of the notice.

## 4. Arrival to the Hotel

- 4.1 The accommodated person will announce his/her arrival at the hotel reception to an authorized employee.
- 4.2 At the reception, the Guest will present his / her identity card or passport, other proof of identity (e.g. residence permit), according to which the authorized employee of the Accommodation Provider verifies the identity of the Guest. The Guest confirms the accuracy of his / her personal data and the duration of the stay by signing on the registration card or in the accommodation book of the Accommodation Provider.

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- 4.3 Unless otherwise agreed, arriving guests are accommodated from 3:00 p.m.
- 4.4 Upon check-in, the Accommodation Provider is entitled to require the Guest to present a payment or credit card as a guarantee of payment of up to 100% of the estimated accommodation price, from which the Accommodation Provider is, upon check-out, entitled to authorize a payment of the amount covering the accommodation price and related costs, possibly without the presence of the Guest (off-line), to which the Guest gives his or her consent by providing his credit or credit card.
- 4.5 Upon check-in, the Accommodation Provider is entitled to ask the Guest to make a cash deposit equal to the full price of the accommodation and the guarantee of possible extra services in the amount of 1000, - CZK per room. The deposit is refundable upon departure in full. Or in the amount reduced under the conditions specified in Article 7 of these Accommodation Rules.
- 4.6 The authorized receptionist shall inform the Guest of the Accommodation Rules not later than on the day of the Guest's arrival.
- 4.7 The number of people in the room corresponds to the number of people registered for accommodation. The accommodated person undertakes to announce their exact number upon registration.
- 4.8 The period of accommodation is agreed at the latest at the Guest's accommodation and is recorded in the accommodation book or on the registration card. The period of accommodation can be extended only with the consent of the Accommodation Provider and must be supported by an entry in the accommodation book or on the registration card.
- 4.9 The accommodated person hereby authorizes the Accommodation Provider to process and store his / her personal data, to the extent of the provided data, for the purpose of providing accommodation and registration of guests pursuant to Act No. 565/1990 Coll., On Local Fees and Act No. 326/1999 Coll., on the Residence of Foreigners in the Czech Republic and on Amendments to Certain Acts. More detailed obligations of the Guest and the Accommodation Provider regarding keeping the record book or house book are stipulated by the above-mentioned legal regulations.

## 5. General Accommodation Rules

- 8.1 The Guest has the right to use the areas reserved for him/her as well as the common areas of the hotel and to use the services related to the accommodation.

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8.2 Upon check-in, the Guest will receive a room and hotel entrance key, or a magnetic or chip card (collectively referred to as the "keys"). The Guest is obliged to prevent the loss, destruction, damage to these keys, as well as access to the keys to third parties who are not a direct participant of the relevant Accommodation Contract, agreed between the Guest and the Accommodation Provider. Possible penalties for loss, destruction, damage as well as access to keys pursuant to the previous sentence are stipulated in the Accommodation Contract.

8.3 The guest is obliged to:

- become familiar with the Accommodation Rules and observe them.
- pay the price for accommodation according to the valid price list.
- make proper use of the accommodation premises, maintain order and cleanliness in all accommodation premises.
- to ensure cleanliness in accommodation premises.
- protect the equipment of facilities in accommodation premises against damage.
- report any damage or damage caused by the Guest or persons staying with him / her in the hotel / guesthouse without delay.
- behave in a manner that does not disturb other people with excessive noise in the period from 10 p.m. to 7 a.m.
- when leaving the room, close the water closures in the room, turn off the lights, turn off the electrical appliances not used in the Guest's absence, and close the windows.
- when leaving the hotel, hand over the room key at the reception.

8.4 Guest may not without the consent of the Accommodation Provider:

- make substantial changes to the accommodation (moving furniture, moving equipment, etc.);
- take any equipment and facilities from the accommodation premises.
- use own appliances in accommodation areas except for small appliances used by the Guest for personal hygiene and office work.
- leave the premises to accommodate another person.
- receive visitors in accommodation premises; visits must be properly entered in the guest book or reported to the receptionist and are only possible with the consent of the Accommodation Provider.
- state the address of the house with the premises intended for accommodation as the place of your business.

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- place animals in the hotel / guesthouse. At the request of the Accommodation Provider's staff, the owner of the animal is obliged to prove the sound condition of the animal by presenting a valid vaccination card.

## 8.5 Furthermore, in the accommodation premises, the Guest may not:

- carry weapons, ammunition and explosives or otherwise keep them in a condition ready for immediate use.
- to hold, manufacture or store narcotic or psychotropic substances or poisons, unless they are medicines prescribed for use by a physician.
- smoke: this does not apply in the case of the areas visibly marked with the appropriate symbol;
- use open fire

## 6. Accommodation Provider's responsibility for the property of the accommodated person

- 6.1 If requested by the Guest, the Accommodation Provider will take over the money, jewels, or other valuables. The hotel has the right to refuse to take things into custody in respect of dangerous goods or disproportionate in value and scope. These are mainly cash or items (e.g. jewellery and other valuables) with a value exceeding EUR 2000. The Accommodation Provider requests that the items be kept in a closed or sealed box.
- 6.2 The claim for compensation of damage caused to the property of the accommodated person can be announced only within 15 days after the damage has been identified. The damage will not be reimbursed if the damage to the item was caused by the Guest themselves or the person accompanying them.
- 6.3 If the Guest leaves their belongings in the room at the end of the stay and the accommodation is not paid for, the Accommodation Provider will move the Guest's belongings from the room and store them in a safe place to prevent damage. After paying the accommodation debt, the Accommodation Provider will hand over the stored things to the Guest.

## 7. Security, Guest's liability for damage caused

- 7.1 The Guest is obliged to read the safety rules and evacuation plan in case of fire. This plan is available in each hotel room and can be checked with the appropriate receptionist.

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- 7.2 The Guest shall act in such a way as not to cause unjustified harm to the freedom, life, health, or property of another.
- 7.3 If the Guest causes damage to the Accommodation Provider's property through his / her actions, the damage will be paid from the deposit in accordance with Article 4 (4.5) of the Accommodation Rules. If the damage caused is higher than the deposit, the Guest is obliged to pay the difference to the Accommodation Provider.
- 7.4 The Accommodation Provider's liability for damage to deferred items is governed by the provisions of Section 2945 et seq. of Act No. 89/2012 Coll., the Civil Code.
- 7.5 The Accommodation Provider's liability for damage to the stored items is limited to 100 times the price of accommodation for one day. In other cases, it is governed by the provisions of Section 2945 et seq. of Act No. 89/2012 Coll., the Civil Code.
8. Consumer Protection - we hereby provide you with all information pursuant to Section 1811 and Section 1820 of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as the "Civil Code") before concluding an Accommodation Contract. Hermitage Hotel Prague, as the Accommodation Provider, provides the guests with the following information:
- 8.1 Identity and contact details of Hermitage Hotel Prague, Hermitage Holdings, a.s. Company ID No: 27146006, registered office Svobodova 1961/1 Taxpayer ID No CZ 27146006, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 99755, e-mail address [info@hermitageprague.com](mailto:info@hermitageprague.com), phone number 225 995 225;
- 8.2 Accommodation Provider's main business activity: provision of accommodation services.
- 8.3 Designation of the service: The Accommodation Provider procures accommodation and services related to the accommodation for the accommodated guests on the basis of the conditions specified in the written Accommodation Contract.
- 8.4 Price of provided services: the total price of provided services is stated in the booking confirmation. The price thus determined includes all taxes and fees.
- 8.5 Method of payment and method of performance: the accommodated guest shall provide all payments agreed in the Accommodation Contract in cash or non-cash to the bank account of the Accommodation Provider, whose number and variable symbol shall be communicated to the accommodation guests in writing;

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- 8.6 Costs of means of distance communication: the costs of means of distance communication are determined by entities providing services of means of distance communication and these costs do not differ from the standard rate.
- 8.7 Indication of the existence, manner, and conditions of the out-of-court settlement of consumer complaints, including whether the supervisory authority can be contacted.
- 8.8 The accommodated guest has the right to file a proposal for the out-of-court settlement of such a dispute to a designated subject of out-of-court settlement of consumer disputes, which is:

The Czech Trade Inspection Authority  
Central Inspectorate - ADR Department  
Štěpánská 15  
120 00 Prague 2  
Email: [adr@coi.cz](mailto:adr@coi.cz)  
Web: [adr.coi.cz](http://adr.coi.cz)

- 8.9 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).
- 8.10 In accordance with Section 1837 (j) of the Civil Code, accommodated guests as consumers do not have the right to withdraw from the Accommodation Contract if the Accommodation Provider provides performance within the stipulated deadline.
- 8.11 Designation of the Member State or Member States of the European Union whose legislation will govern the relationship between the guest and the Accommodation Provider established by the Accommodation Contract: Czech Republic.
- 8.12 Information about the language in which the Guest will negotiate with the Accommodation Provider during the duration of the accommodation contract and in which he / she will provide the guests with the contractual conditions and other information: Czech language.

## 9. Departure from the hotel

- 9.1 The accommodated person is obliged to leave the room where he / she is staying by 12:00 p.m.
- 9.2 The Guest locks the room and leaves the keys at the hotel reception, unless otherwise agreed.

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## 10. Information on the handling of personal data

- 10.1 Hermitage Holdings a.s. - operating Hermitage Hotel Prague (hereinafter referred to as the hotel) processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation.
- 10.2 For the purpose of lawful processing according to Act 565/1990 Coll. and 290/2004 Coll. the following personal data / categories of personal data are processed: length of stay, reason for stay, first name, surname, permanent or temporary address, identity card or passport number, Visa permit number, nationality and date of birth based on data obtained from as part of the registration of accommodation on the Accommodation / Registration Card. For purposes of legitimate interest, the hotel further processes the following data to a limited extent: e-mail, telephone number, car number, credit card numbers obtained directly from the Guest as part of the registration of the accommodation on the Accommodation / Registration Card. For proper billing, the hotel processes credit / payment card numbers according to internal PCI guidelines, and only for as long as necessary, the card details are obtained by the hotel either from the registration / order from the Guest or directly from the Guest as part of the registration of the accommodation.
- 10.3 The Hotel will process the personal data manually and automatically directly through its authorized employees and through the processors authorized by the Hotel on the basis of contracts for the processing of personal data.
- 10.4 A list of entities / categories of recipients to whom personal guest data can be made available can be found at [www.hermitageprague.com](http://www.hermitageprague.com).
- 10.5 Personal data will be processed by the Hotel for the period stipulated by law in point 9.2 or for 360 days from the time of departure unless the Guest gives his / her permanent consent.
- 10.6 The Guest has the right to access, correct or delete his / her personal data processed by the Hotel, or to limit processing, and to object to the processing.
- 10.7 The Guest also has the right to obtain from the Hotel personal data concerning the Guest and provided by the data subject of the Hotel. At the Guest's request, the Hotel shall provide the data subject with the data, without undue delay, in a structured, commonly used and machine-readable format, or, at the Guest's request, the Hotel will provide the data to another clearly designated controller. This right does not apply to personal data that is not processed automatically. The procedure is available at [www.hermitageprague.com](http://www.hermitageprague.com).

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- 10.8 If a Guest believes that his / her personal data are being processed without authorization, he / she may file a complaint with the supervisory authority, which is the Office for Personal Data Protection for the Czech Republic ([www.uoou.cz](http://www.uoou.cz)).

These Accommodation Rules entered into force and effect on 1 May 2020.

For the Hermitage Hotel Prague

Name: Miroslav Forejtek

Function: Hotel Director

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